

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**B E T W E E N:**

THE TORONTO-DOMINION BANK

Applicant

- and -

BOSS LOGO PRINT & GRAPHICS INC

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

**APPLICATION RECORD**

**(Returnable September 19, 2018)**

September 18, 2018

**AIRD & BERLIS LLP**  
Barristers & Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, Ontario M5J 2T9

**Kyle B. Plunkett (LSUC # 61044N)**  
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**Shakaira John (LSO # 72263D)**  
Tel: (416) 865-4637  
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*Lawyers for The Toronto-Dominion Bank*

**TO: SEE ATTACHED SERVICE LIST**

# INDEX

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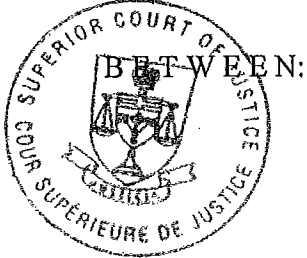
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# TAB 1

Court File No. CV-18-00605297  
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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**



**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BOSS LOGO PRINT & GRAPHICS INC**

Respondent

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*COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**NOTICE OF APPLICATION**

**TO THE RESPONDENT**

**A LEGAL PROCEEDING HAS BEEN COMMENCED** by the Applicant. The claim made by the Applicant appears on the following page.

**THIS APPLICATION** will come on for a hearing before a judge presiding over the Commercial List at 330 University Avenue, Toronto, Ontario on Wednesday, September 19, 2018 at 9:30 a.m. or as soon after that time as the matter can be heard on the application of the Applicant.

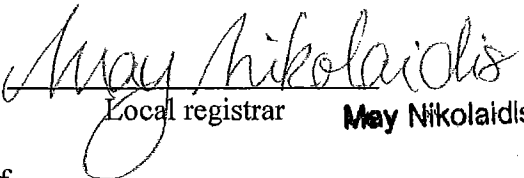
**IF YOU WISH TO OPPOSE THIS APPLICATION**, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

**IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION**, you or your lawyer must, in addition to serving your notice of

appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

**IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

Date: September 17, 2018

Issued by   
Local registrar **May Nikolaidis**

Address of  
court office: 330 University Avenue  
Toronto, Ontario  
M5G 1R7

**TO: MNP LTD., in its capacity as the Trustee of the Estate of  
Boss Logo Print & Graphics Inc, a bankrupt  
111 Richmond Street West  
Suite 300  
Toronto, ON M5H 2G4**

**Matthew Lem**  
Tel: (416) 515-3882  
Fax: (416) 596-7894  
Email: [matthew.lem@mnp.ca](mailto:matthew.lem@mnp.ca)

*The Trustee of the Estate of Boss Logo Print & Graphics Inc, a bankrupt, and the Receiver*

**AND TO: LERNERS LLP  
130 Adelaide Street West  
Suite 2400  
Toronto, ON M5H 3P5**

**Domenico Magisano**  
Tel: 416-601-4121  
Fax: 416-601-4123  
Email: [dmagisano@lernalers.ca](mailto:dmagisano@lernalers.ca)

*Lawyers for the Trustee and the Receiver*

**AND TO: THE TORONTO-DOMINION BANK**

TD Commercial Banking  
Financial Restructuring Group  
3140 Dufferin Street  
Toronto, ON M6A 2T1

**Peter Hanke / Joshua Michor**

Tel: (416) 785-5818 / (416) 785-5276

Fax: (416) 785-5082

Email: [peter.hanke@td.com](mailto:peter.hanke@td.com) / [Joshua.Michor@td.com](mailto:Joshua.Michor@td.com)



## APPLICATION

THE APPLICANT, THE TORONTO-DOMINION BANK (“TD BANK”), MAKES APPLICATION, *EX PARTE*, FOR AN ORDER, amongst other things:

- a) abridging the time for service and filing of this notice of application and the application record or, in the alternative, dispensing with and/or validating service of same;
- b) appointing MNP Ltd. (“MNP”) as receiver (in such capacity, the “Receiver”), without security, of all the assets, undertakings and properties of Boss Logo Print & Graphics Inc (the “Debtor”);
- c) if necessary, lifting the stay of proceedings in favour of the Respondent pursuant to section 69.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”); and
- d) such further and other relief as is just.

### THE GROUNDS FOR THE APPLICATION ARE:

- a) the Debtor is a privately-owned Ontario corporation, incorporated on June 10, 2004;
- c) the sole director and officer of the Debtor is Mr. Kapil Sunak (“Mr. Sunak”);
- d) the Debtor is indebted to TD Bank in connection with certain credit facilities made available to the Debtor pursuant to and under the terms of (i) the letter agreement between the TD Bank and the Debtor dated May 19, 2017, and accepted by the Debtor on May 31, 2017 (as amended, the “Credit Agreement”); (ii) a master lease agreement dated July 6, 2017, bearing Lease No. 26043, between TD Equipment Finance, a division of TD Bank (“TD Leasing”), and the Debtor (including all schedules thereto, as amended, restated, supplemented, replaced or extended from time to time, the “Lease 26043 Financing Agreement”), and (ii) a lease loan agreement dated October 12, 2017, bearing Lease No. 17003460, between TD Leasing and the Debtor (including all

schedules thereto, as amended, restated, supplemented, replaced or extended from time to time, the “**Lease 17003460 Financing Agreement**” and collectively with the Credit Agreement and the Lease 26043 Financing Agreement, the “**Loan Agreements**”);

- e) as security for the Debtor’s obligations to TD Bank, including, without limitation, its obligations under the Loan Agreements, the Debtor provided security in favour of TD Bank (the “**Security**”), including, without limitation, a general security agreement dated June 20, 2017, registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”);
- f) TD Bank made formal written demand on the Debtor for payment of its indebtedness to TD Bank by letter dated June 20, 2018, which letter was accompanied by a Notice of Intention to Enforce Security pursuant to subsection 244(1) of the BIA;
- g) on July 5, 2018, TD Bank engaged MNP as consultant to review the state of the collateral and to report to TD Bank regarding the Debtor’s operations and business, including the collectability of the accounts receivable;
- h) as at August 1, 2018, the following amounts were owing for principal and interest pursuant to the Loan Agreements, totalling \$3,250,807.72 (exclusive of costs and expenses):
  - i) \$2,267,012.55 in respect of the credit facilities made available to Boss pursuant to and under the terms of the Credit Agreement;
  - ii) \$91,863.33 (including Harmonized Sales Tax “**HST**”, but excluding any deferred income) in respect of a lease facility made available to Boss pursuant to and under the terms of the Lease 26043 Financing Agreement; and
  - iii) \$891,931.84 (including HST but excluding any deferred income) in respect of a lease facility made available to Boss pursuant to and under the terms of the Lease 17003460 Financing Agreement;

- i) the Debtor and TD Bank entered into a forbearance agreement dated August 2, 2018 (the “**Forbearance Agreement**”) pursuant to which TD Bank agreed to forbear from exercising its rights and remedies under the Loan Agreements and Security, subject to the terms and conditions contained therein;
- j) as a term of the Forbearance Agreement, the Debtor delivered in favour of TD Bank, among other things, a consent to receiver;
- k) the Debtor defaulted under the terms of the Forbearance Agreement, constituting an Intervening Event (as defined in the Forbearance Agreement);
- l) the Debtor has failed to honour the demand or repay the TD Bank;
- m) on or about August 31, 2018, TD Bank appointed MNP as a private receiver of the Debtor pursuant to the Security, and subsequently took control of TD Bank’s collateral;
- n) following its appointment as private receiver, MNP discovered that Mr. Sunak was unlawfully removing TD Bank’s collateral from the property and storing it offsite, including at competitor’s premises;
- o) on September 14, 2018, the Debtor voluntarily assigned itself into bankruptcy, and MNP was appointed as bankruptcy trustee;
- p) the Debtor is insolvent and unable to fulfill all its obligations to TD Bank and other creditors;
- q) a court-appointed receiver is necessary for the protection of the Debtor’s estate, the interests of TD Bank and the other stakeholders, and will provide the Receiver with expanded powers to compel third party cooperation and to pursue any of the Debtor’s assets that have been removed from the Debtor’s leased premises;
- r) in the circumstances, it is just and equitable that a court-appointed receiver be appointed for the benefit of all stakeholders;

- s) MNP is a licensed insolvency trustee and has consented to being appointed as the Receiver;
- t) the other grounds set out in the affidavit of Peter Hanke to be sworn and filed in support of this Application (the “**Hanke Affidavit**”);
- u) the other grounds set out in the report of MNP, in its capacity as private receiver, dated September 17, 2018 (the “**Report**”);
- v) subsection 243(1) of the BIA;
- w) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- x) rules 1.04, 2.03, 3.02 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- y) such further grounds as are required and this Court may permit.

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

- a) the Hanke Affidavit, to be filed;
- b) the Report, filed in connection herewith;
- c) the consent of MNP to act as court-appointed Receiver; and
- d) such other material as is required and this Court may permit.

September 17, 2018

**AIRD & BERLIS LLP**  
Barristers & Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, Ontario M5J 2T9

**Kyle B. Plunkett (LSO # 61044N)**  
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Fax: (416) 863-1515  
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**Shakaira John (LSO # 72263D)**  
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Fax: (416) 863-1515  
Email: [sjohn@airdberlis.com](mailto:sjohn@airdberlis.com)

*Lawyers for The Toronto-Dominion Bank*

**THE TORONTO-DOMINION BANK**

Applicant

- and - **BOSS LOGO PRINT & GRAPHICS INC**

Respondent

Court File No. CV-18-006052-97-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**Proceedings commenced at Toronto**

**NOTICE OF APPLICATION**

**AIRD & BERLIS LLP**  
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181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

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*Lawyers for The Toronto-Dominion Bank*

# TAB 2

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

BETWEEN:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BOSS LOGO PRINT & GRAPHICS INC**

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*COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**AFFIDAVIT OF PETER HANKE  
(sworn September 18, 2018)**

I, **PETER HANKE**, of the City of Barrie, in the Province of Ontario, **MAKE OATH  
AND SAY AS FOLLOWS:**

1. I am a Manager in the Financial Restructuring Group of The Toronto-Dominion Bank (“**TD Bank**”). TD Bank is a secured creditor of Boss Logo Print & Graphics Inc (the “**Debtor**”), the respondent herein, and I am responsible for management of the Debtor’s account and credit facilities with TD Bank. As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.



**PURPOSE**

2. I am swearing this Affidavit in support of an application by TD Bank for an order, amongst other things, appointing MNP Ltd. (“MNP”) as receiver of all the assets, undertakings and properties of the Debtor.

**DESCRIPTION OF THE DEBTOR AND ITS BUSINESS**

3. The Debtor is a privately-owned Ontario corporation, incorporated on June 10, 2004. The Debtor’s corporate profile report is attached as **Exhibit “A”** to this Affidavit.

4. The Debtor’s corporate profile report indicates that its registered office is located in Markham, Ontario and that the sole director and officer of the Debtor is Kapil Sunak (“**Mr. Sunak**”).

5. According to the Debtor’s website, a copy of which “Company” page is attached as **Exhibit “B”** to this Affidavit, the Debtor provides trade printing services.

**TD’S LOANS TO THE DEBTOR AND RELATED SECURITY**

6. The Debtor is indebted to TD Bank in connection with certain credit facilities made available by TD Bank to the Debtor pursuant to and under the terms of:

- (a) a letter credit agreement dated May 19, 2017, and accepted by the Debtor on May 31, 2017 (as same may have been further amended, replaced, restated or supplemented from time to time, the “**Credit Agreement**”), a copy of which is attached as **Exhibit “C”** to this Affidavit;
- (b) a master lease agreement dated July 6, 2017, bearing Lease No. 26043, between TD Equipment Finance, a division of TD Bank (“**TD Leasing**”), and the Debtor

(including all schedules thereto, as amended restated, supplemented, replaced or extended from time to time, the “**Lease 26043 Financing Agreement**”) a copy of which is attached as **Exhibit “D”** to this Affidavit; and

- (c) a lease loan agreement dated October 12, 2017, bearing Lease No. 17003460, between TD Leasing and the Debtor (including all schedules thereto, as amended restated, supplemented, replaced or extended from time to time, the “**Lease 17003460 Financing Agreement**”, and collectively with the Credit Agreement and the Lease 26043 Financing Agreement, the “**Loan Agreements**”), a copy of which is attached as **Exhibit “E”** to this Affidavit.

7. As security for the Debtor’s obligations to TD Bank, including, without limitation, its obligations under the Loan Agreements, the Debtor provided security in favour of TD Bank (the “**Security**”), including, without limitation, a general security agreement dated June 20, 2017 (the “**GSA**”), registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”), a copy of which GSA is attached as **Exhibit “F”** to this Affidavit.

8. A copy of the PPSA verbal search results for the Debtor as at September 17, 2018, is attached as **Exhibit “G”** to this Affidavit. These PPSA search results show that TD Bank and TD Leasing have PPSA registrations against the Debtor.

9. All other PPSA registrations against the Debtor relate to equipment, each of which is registered prior to TD Bank, and I am advised by counsel to TD Bank, Aird & Berlis LLP (“**A&B**”), that any charge contemplated in the form of Order sought in the within application is not seeking to prime the other PPSA security holders, given the lack of notice.

**DEFAULT, DEMAND AND FORBEARANCE**

10. By letter dated May 22, 2018 (the “**May 22 Letter**”), TD Bank provided the Debtor with notice that, among other things, the credit facilities under the Credit Agreement had been transferred to TD Bank’s Financial Restructuring Group as a result of the Debtor’s liquidity constraints and continuing operating line excesses. TD Bank also required the Debtor to submit certain financial reporting pursuant to the Credit Agreement. A copy of the May 22 Letter is attached hereto and marked as **Exhibit “H”** to this Affidavit.

11. The Debtor failed to provide the financial reporting as required under the terms of the Credit Agreement and the May 22 Letter. Accordingly, by letter dated June 7, 2018 (the “**Default Letter**”), TD Bank advised the Debtor that, as a result of the Debtor’s defaults under the Credit Agreement, including excess borrowings and failing to keep current with priority payables, TD Bank had engaged MNP to undertake a review of the Debtor’s financial and operational affairs and report to TD Bank with respect to same, and enclosed a copy of the MNP engagement letter dated June 5, 2018 (the “**MNP Engagement Letter**”). A copy of the Default Letter is attached hereto and marked as **Exhibit “I”** to this Affidavit.

12. TD Bank made formal written demand on the Debtor for payment of its indebtedness to TD Bank by letter dated June 20, 2018 (the “**Demand Letter**”). A Notice of Intention to Enforce Security (the “**BIA Notice**”) pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), accompanied the Demand Letter sent to the Debtor. Copies of the Demand Letter and the BIA Notice are attached collectively as **Exhibit “J”** to this Affidavit.

13. The MNP Engagement Letter was subsequently amended to capture certain comments from the Debtor and its counsel, and was ultimately acknowledged by the Debtor on July 11, 2018. A copy of the executed and acknowledged MNP Engagement Letter, as amended, is attached hereto and marked as **Exhibit “K”** to this Affidavit.

14. As of August 1, 2018, the following amounts were owing for principal and interest pursuant to the Loan Agreements, totalling \$3,250,807.72 (exclusive of costs and expenses):

- (a) \$2,267,012.55 in respect of the credit facilities made available to Boss pursuant to and under the terms of the Credit Agreement;
- (b) \$91,863.33 (including Harmonized Sales Tax “HST”, but excluding any deferred income) in respect of a lease facility made available to Boss pursuant to and under the terms of the Lease 26043 Financing Agreement; and
- (c) \$891,931.84 (including HST but excluding any deferred income) in respect of a lease facility made available to Boss pursuant to and under the terms of the Lease 17003460 Financing Agreement.

15. The Debtor and TD Bank entered into a forbearance agreement dated August 2, 2018 (the “**Forbearance Agreement**”) pursuant to which TD Bank agreed to forbear from exercising its rights and remedies under the Loan Agreements and Security, subject to the terms and conditions contained therein. As a term of the Forbearance Agreement, the Debtor delivered in favour of TD Bank, among other things, a consent to receiver. A copy of the Forbearance Agreement is attached hereto and marked as **Exhibit “L”** to this Affidavit.

16. The Debtor subsequently defaulted under the terms of the Forbearance Agreement, constituting an Intervening Event (as such terms is defined in the Forbearance Agreement).

17. As of the date of this Affidavit, the Debtor has failed to repay to TD Bank the indebtedness owed to it.

#### **PRIVATE RECEIVER AND ASSIGNMENT IN BANKRUPTCY**

18. On September 4, 2018, TD Bank moved to appoint MNP as a private receiver of the Debtor pursuant to the Security, and MNP subsequently took control of TD Bank's collateral. A copy of the appointment letter privately appointing MNP as receiver is attached hereto and marked as **Exhibit "M"** to this Affidavit.

19. In addition, the Debtor executed a consent to Bankruptcy Order in favour of TD Bank. A copy of the Consent to Bankruptcy Order executed by the Debtor is attached hereto and marked as **Exhibit "N"** to this Affidavit.

20. However, since that time, the Debtor voluntarily assigned itself into bankruptcy on September 14, 2018, and MNP was appointed as bankruptcy trustee. A copy of the Certificate of Appointment is attached hereto and marked as **Exhibit "O"** to this Affidavit.

21. I am advised by Matthew Lem, Senior Vice-President at MNP, that following its appointment as private receiver, MNP discovered that Mr. Sunak was unlawfully removing TD Bank's collateral from the Debtor's leased premises and storing it offsite, the details of which are more particularly set out in the Report to the Court Submitted by MNP Ltd. in its Capacity as Privately-Appointed Receiver of Boss Logo Print & Graphics Inc, a copy of which report has been, or will be filed, with the Court in connection with the within application.

22. I am also advised by Mr. Lem that despite the appointment of the private receiver and the bankruptcy, Mr. Sunak has continued to operate the business of the Debtor remotely and

directing customers to a competitor's address. A copy of the "Order" page from the Debtor's website which lists the competitor's premises as the address for the Debtor, as well as an email from the Debtor regarding its new operating address dated September 4, 2018, are attached collectively as **Exhibit "P"** to this Affidavit.

23. Based on the foregoing, it appears that Mr. Sunak is purposefully attempting to undermine the realization efforts of TD Bank.

#### **APPOINTMENT OF A RECEIVER**

24. At this stage, and given these new developments and Mr. Sunak's actions, TD Bank wishes to convert the private receivership into a court-appointed proceeding to assist the Receiver to realize on the Debtor's assets.

25. TD Bank considers it reasonable and prudent to appoint MNP as a court-appointed receiver in an effort to recover the indebtedness owed by the Debtor to TD Bank and, as previously noted, it is within TD Bank's rights under the Loan Agreements and the Security to do so.

26. In the circumstances set out above, I believe that it is just and equitable that a receiver be appointed. A receiver is necessary for the protection of the Debtor's estate, the interests of TD Bank and the other stakeholders, and will provide MNP with expanded powers to compel third party cooperation and to pursue any of the Debtor's assets that have been removed from the Debtor's leased premises. As such, TD Bank believes that the appointment of a receiver would enhance the prospect of recovery by TD Bank and protect all stakeholders.

27. TD Bank proposes that MNP be appointed as the Receiver, given its familiarity with the Debtor and matter generally.

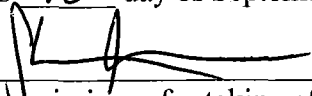
28. MNP is a licensed insolvency trustee ("LIT") and, as described above, has acted as financial advisor to TD Bank, private receiver of the Debtor, and has been appointed as LIT of the Debtor's bankrupt estate. Accordingly, MNP is well-positioned to act as court-appointed receiver as it is familiar with the circumstances and business of the Debtor and its arrangements with TD Bank.

29. I am advised by MNP, in its capacity as trustee, that, to the extent required, it consents to the lifting of the stay of proceedings under the bankruptcy.

30. I am also advised that MNP has consented to act as receiver should the Court so appoint it. A copy of MNP's consent has been filed with the Court in connection with the within application.

31. This Affidavit is made in support of the within application, and for no other or improper purpose whatsoever.

SWORN before me at the City of Toronto, in the Province of Ontario, this 18<sup>th</sup> day of September, 2018

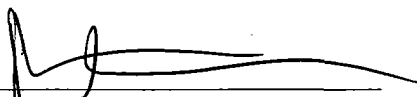
  
\_\_\_\_\_  
Commissioner for taking affidavits, etc.  
SHAKAIRA JOHN

)  
)   
)  
) \_\_\_\_\_  
PETER HANKE

# Tab A



Attached is Exhibit "A" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018



---

A Commissioner, etc.

SHAKISA JOHN

# CORPORATION PROFILE REPORT

|                                  |                                |                                  |
|----------------------------------|--------------------------------|----------------------------------|
| <b>Ontario Corp Number</b>       | <b>Corporation Name</b>        | <b>Incorporation Date</b>        |
| 1621519                          | BOSS LOGO PRINT & GRAPHICS INC | 2004/06/10                       |
|                                  |                                | <b>Jurisdiction</b>              |
|                                  |                                | ONTARIO                          |
| <b>Corporation Type</b>          | <b>Corporation Status</b>      | <b>Former Jurisdiction</b>       |
| ONTARIO BUSINESS CORP.           | ACTIVE                         | NOT APPLICABLE                   |
| <b>Registered Office Address</b> |                                | <b>Date Amalgamated</b>          |
| 3115 14TH AVENUE                 |                                | NOT APPLICABLE                   |
|                                  |                                | <b>Amalgamation Ind.</b>         |
|                                  |                                | NOT APPLICABLE                   |
| <b>Suite # 6</b>                 |                                | <b>New Amal. Number</b>          |
| MARKHAM                          |                                | NOT APPLICABLE                   |
| ONTARIO                          |                                | <b>Notice Date</b>               |
| CANADA L3R 0N1                   |                                | NOT APPLICABLE                   |
|                                  |                                | <b>Letter Date</b>               |
| <b>Mailing Address</b>           |                                | NOT APPLICABLE                   |
| 3115 14TH AVE                    |                                | <b>Revival Date</b>              |
|                                  |                                | NOT APPLICABLE                   |
| <b>Suite # UNIT 6</b>            |                                | <b>Continuation Date</b>         |
| MARKHAM                          |                                | NOT APPLICABLE                   |
| ONTARIO                          |                                | <b>Transferred Out Date</b>      |
| CANADA L3R 0N1                   |                                | NOT APPLICABLE                   |
|                                  |                                | <b>Cancel/Inactive Date</b>      |
|                                  |                                | NOT APPLICABLE                   |
|                                  |                                | <b>EP Licence Eff.Date</b>       |
|                                  |                                | NOT APPLICABLE                   |
|                                  |                                | <b>EP Licence Term.Date</b>      |
|                                  |                                | NOT APPLICABLE                   |
|                                  |                                | <b>Date Commenced in Ontario</b> |
|                                  |                                | NOT APPLICABLE                   |
|                                  |                                | <b>Date Ceased in Ontario</b>    |
|                                  |                                | NOT APPLICABLE                   |
| <b>Activity Classification</b>   | <b>Number of Directors</b>     |                                  |
| NOT AVAILABLE                    | <b>Minimum</b> <b>Maximum</b>  |                                  |
|                                  | 00001      00010               |                                  |

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

1621519

**Corporation Name**

BOSS LOGO PRINT & GRAPHICS INC

**Corporate Name History**

BOSS LOGO PRINT & GRAPHICS INC

**Effective Date**

2004/06/10

**Current Business Name(s) Exist:**

NO

**Expired Business Name(s) Exist:**

NO

**Administrator:**

**Name (Individual / Corporation)**

KAPIL  
SUNAK

**Address**

17 BARBERRY PLACE  
  
Suite # GV212  
TORONTO  
ONTARIO  
CANADA M2K 3E2

**Date Began**

2004/06/10

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

Y

# CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1621519

BOSS LOGO PRINT & GRAPHICS INC

**Administrator:**  
Name (Individual / Corporation)

Address

KAPIL  
SUNAK

17 BARBERRY PLACE  
Suite # GV212  
TORONTO  
ONTARIO  
CANADA M2K 3E2

Date Began

First Director

2004/06/10

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

**Administrator:**  
Name (Individual / Corporation)

Address

KAPIL  
SUNAK

17 BARBERRY PLACE  
Suite # GV212  
TORONTO  
ONTARIO  
CANADA M2K 3E2

Date Began

First Director

2004/06/10

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

1621519

**Corporation Name**

BOSS LOGO PRINT & GRAPHICS INC

**Administrator:  
Name (Individual / Corporation)**

KAPIL

SUNAK

**Address**

17 BARBERRY PLACE

Suite # GV212  
TORONTO  
ONTARIO  
CANADA M2K 3E2

**Date Began**

2004/06/10

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

TREASURER

**Resident Canadian**

Y

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

1621519

**Corporation Name**

BOSS LOGO PRINT & GRAPHICS INC

**Last Document Recorded**

| Act/Code | Description        | Form | Date                           |
|----------|--------------------|------|--------------------------------|
| CIA      | ANNUAL RETURN 2016 | 1C   | 2017/10/22 (ELECTRONIC FILING) |

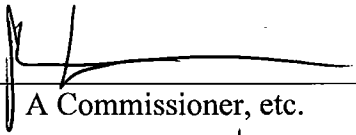
THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

# Tab B

Attached is Exhibit "B" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
A Commissioner, etc.  
SHAKIRA JOHN



## Company



Since our start in 1995, BOSS LOGO has evolved into an Industry Leader in Trade Printing services. We excel in delivering the highest quality print products to our Business-to-Business customers with fast turnaround time and extremely competitive pricing. Our facilities are fully equipped with fast and high quality print presses, delivering products that have that WOW Factor!

From our gold standard Business Cards, to Flyers, Brochures, Letterheads, Envelopes, Tickets, Magnets, Product Packaging, Large Format Printing- we offer dozens of print products that are fully customizable to your needs for a low price.

| Place Order   |                 |                |   |                              |
|---|-----------------|----------------|---|------------------------------|
| <b>Be A BOSS</b><br>Pricing<br>Quality<br>Large Format<br>Packaging<br>Stock Selection<br>Sample Book<br>Turnaround | <b>Products</b> | <b>Company</b> | <b>Resources</b><br>Holiday Hours<br>Video Tutorials<br>Layout Templates<br>File Specifications<br>Terms and Conditions | <b>Support</b><br>Contact Us |

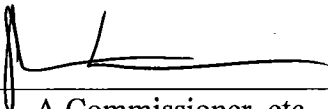
Social Media

Contact Us

Recent Tweets:Boss Rules

Tab C

Attached is Exhibit "C" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
\_\_\_\_\_  
A Commissioner, etc.  
SITAKANTA JOHN



Vaughan Commercial Banking Centre  
2300 Steeles Ave W 2<sup>nd</sup> Floor Suite 200  
Vaughan, Ontario  
L4K 5X6  
Telephone No.: (905) 660 6426  
Fax No.: (905) 660 5942

May 19, 2017

BOSS LOGO PRINT & GRAPHICS INC.  
3115 14<sup>th</sup> Ave. Unit 57  
Markham, Ontario  
L3R 0H1

Attention: Mr. Kapil Sunak

Dear Sir:

We are pleased to offer the Borrower the following credit facilities (the "Facilities"), subject to the following terms and conditions.

**BORROWER**

BOSS LOGO PRINT & GRAPHICS INC (the "Borrower")

**LENDER**

The Toronto-Dominion Bank (the "Bank"), through its Vaughan Commercial Banking Centre in Vaughan, Ontario.

**CREDIT LIMIT**

- 1) Outstanding advances, including L/Cs, will be at all times the lesser of:
  - i) CDN\$1,000,000 [or its US\$ equivalent]; AND
  - ii) the TOTAL of:
    - (A) 80% of the accounts receivable net of over 90 days, contra and related accounts; PLUS
    - (B) 55% of Eligible Inventory Value, except that the amount calculated under (B) will not exceed CDN\$500,000.

Eligible Inventory is defined as raw materials and finished goods less 30 day supplier payables, inventory subject to security interests including PMSIs, inventory not subject to first valid security interest in favour of the Bank, damaged inventory, inventory-in-transit and inventory not held on the borrower's premises.

Facility to be forward margined, with line capped on a monthly basis.

- 2) CDN\$1,500,000 as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facility".

## TYPE OF CREDIT AND BORROWING OPTIONS

- 1) **Operating Loan** available at the Borrower's option by way of:
  - Prime Rate Based Loans in CDN\$ ("Prime Based Loans")
  - United States Base Rate Loans in US\$ ("USBR Loans")
  - Letters of Credit and Stand-by Letters of Guarantee in CDN\$ ("L/Cs")
    - Availment by way of L/C, L/G limited to an aggregate amount of \$200,000 and one (1) year term.
  
- 2) **Committed Reducing Term Facility (Single Draw)** available at the Borrower's option by way of:
  - Fixed Rate Term Loan in CDN\$
  - Floating Rate Term Loan available by way of:
    - Prime Rate Based Loans in CDN\$ ("Prime Based Loans")

## PURPOSE

- 1) To fund working capital only.
- 2) To refinance existing term loans.

## TENOR

- 1) Uncommitted
- 2) Committed

## CONTRACTUAL TERM

- 1) No term
- 2) 5 years from the date of drawdown

## RATE TERM (FIXED RATE TERM LOAN)

- 2) Fixed rate: 6 month, 12-60 months but never to exceed the Contractual Term Maturity Date  
Floating rate: No term

## AMORTIZATION

- 2) 5 years

## INTEREST RATES AND FEES

Advances shall bear interest and fees as follows:

- 1) **Operating Loan:**
  - Prime Based Loans: Prime Rate + 0.750% per annum
  - USBR Loans: USBR + 0.750% per annum
  - L/Cs: As advised by the Bank at the time of issuance of the L/C
  - L/Gs: 0.750% per annum
  
- 2) **Committed Reducing Term Facility:**

- Fixed Rate Term Loans: As determined by the Bank, in its sole discretion, for the Rate Term selected by the Borrower, and as set out in the Rate and Payment Terms Notice applicable to that Fixed Rate Term Loan.
- Floating Rate Term Loans available by way of:
  - Prime Based Loans: Prime Rate + 1.750% per annum

For all Facilities, interest payments will be made in accordance with Schedule "A" attached hereto unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A" attached hereto.

#### **ARRANGEMENT FEE**

The Borrower has paid prior to any drawdown hereunder a non-refundable arrangement fee of CDN\$4,000.

#### **ADMINISTRATION FEE**

CDN\$150 per month.

#### **RENEWAL FEE**

CDN\$1,500 per annum.

#### **EXCESS MONITORING FEE**

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of \$250.00, payable in the currency of the Facility, each time that the Credit Limit of a Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

#### **DRAWDOWN**

- 1) On a revolving basis.
- 2) One time drawdown, after which time any amount not drawn is cancelled. Amounts repaid may not be redrawn.

#### **BUSINESS CREDIT SERVICE**

The Borrower will have access to the Operating Loan (Facility 1) via Loan Account Number 1485-9295768 (the "Loan Account") up to the Credit Limit of the Operating Loan by withdrawing funds from the Borrower's Current Account Number 1482-5295768 (the "Current Account"). The Borrower agrees that each advance from the Loan Account will be in an amount equal to \$5,000 (the "Transfer Amount") or a multiple thereof. If the Transfer Amount is NIL, the Borrower agrees that an advance from the Borrower's Loan Account may be in an amount sufficient to cover the debits made to the Current Account.

The Borrower agrees that:

- a) all other overdraft privileges which have governed the Borrower's Current Account are hereby cancelled.
- b) all outstanding overdraft amounts under any such other agreements are now included in indebtedness under this Agreement.

The Bank may, but is not required to, automatically advance the Transfer Amount or a multiple thereof or any other amount from the Loan Account to the Current Account in order to cover the debits made to the Current

Account if the amount in the Current Account is insufficient to cover the debts. The Bank may, but is not required to, automatically and without notice apply the funds in the Current Account in amounts equal to the Transfer Amount or any multiple thereof or any other amount to repay the outstanding amount in the Loan Account.

### **OVERDRAFTS**

The Borrower will have access to US Base Rate Loans under the Operating Loan via overdraft from Account Number 7327680 at Branch 1482 (the "Account"). The total of CDN\$ loans and CDN equivalent of USBR Loans under the Operating Loan via overdrafts cannot exceed the limit defined under "Credit Limit" above.

### **REPAYMENT AND REDUCTION OF AMOUNT OF CREDIT FACILITY**

- 1) On demand. If the Bank demands repayment, the Borrower will pay to the Bank all amounts outstanding under the Operating Loan, including without limitation, the amount of all drawn and undrawn L/Gs and L/Cs. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower.
- 2) All amounts outstanding will be repaid on or before the Contractual Term Maturity Date. The drawdown will be repaid in equal monthly payments. The details of repayment and interest rate applicable to such drawdown will be set out in the "Rate and Payment Terms Notice" applicable to that drawdown. Any amounts repaid may not be reborrowed.

### **PREPAYMENT**

- 2) The Borrower has not selected the 10% Prepayment Option and accordingly, Fixed Rate Loans under this Facility may be prepaid in accordance with Section 4c) of Schedule A.

### **SECURITY**

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank.

- a) General Security Agreement ("GSA") on all the Borrower's assets and undertakings.
- b) Assignment of Fire Insurance in an amount satisfactory to the Bank.
- c) Landlord's Letter of Non-Disturbance / Landlord's Waiver

### **DISBURSEMENT CONDITIONS**

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A".

### **REPRESENTATIONS AND WARRANTIES**

All representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect. The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

**POSITIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

- a) provide annual review engagement financial statements for Boss Logo Print & Graphics Inc. within 90 calendar days of each fiscal year end.
- b) provide monthly aged accounts receivable and accounts payable listings and inventory declaration with breakdown of raw materials, work in progress, and finished goods within 25 calendar days of each month end.

**NEGATIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A".

**REPORTING**

The Borrower acknowledges that the financial reporting obligations contained herein, including the submission of the financial statements to the Bank on a timely basis, constitute a material condition precedent to the Bank providing the credit facilities contemplated herein. Should the Borrower fail to fulfill such obligations within the delays set forth herein and such default is not remedied within 10 days from the date of the Bank's written notice to the Borrower setting forth the nature of the default, then the Borrower shall be deemed to have committed an "Event of Default" as hereinafter defined.

**PERMITTED LIENS**

Permitted Liens as referred to in Schedule "A" are:

Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%.

**FINANCIAL COVENANTS**

The Borrower agrees at all times to:

- a) maintain a Debt Service Coverage ("DSC") ratio of not less than 1.15:1 by June 30, 2017, increasing to 1.20:1 at June 30, 2018 and thereafter. To be tested annually.

Debt Service Coverage is to be calculated as follows:

$$\frac{\text{(EBITDA - Unfinanced Capital Expenditures - Distributions)}}{\text{(Principal + Interest)}}$$

EBITDA is defined as Earnings before Interest, Income Tax expense, Depreciation, and Amortization.



Unfinanced Capital Expenditures are defined as capital expenditures not financed by way of term debt, capital leases, and/or proceeds from the disposition of capital assets.

Distributions are defined as dividends, share redemptions, repayment of shareholder/related party loans, and advances to shareholders/related parties.

- b) maintain a Debt to Tangible Net Worth ratio of not greater than 2.50:1.

Debt is defined as the Borrower's total indebtedness less loans made by the shareholders to the Borrower and postponed in favour of the Bank.

Tangible Net Worth is defined as shareholder's equity plus loans made by the shareholders to the Borrower and postponed in favour of the bank, less loans to its shareholders, employees and other related parties and less intangible assets including without limitation, goodwill, research and development, franchises, patents and trademarks.

### **EVENTS OF DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto.

### **ANCILLARY FACILITIES**

In addition to the Facilities, the Bank has made available to the Borrower the following ancillary facilities (the "Ancillary Facilities") which the Borrower agrees will not be used for speculative purposes:

- 1) TD Visa Business card contingency for cards issued totaling \$75,000.
- 2) Equipment loans in an aggregate amount of up to \$900,000 subject to the Borrower satisfying the conditions and requirements set out in the agreements separately provided to the Borrower by TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, including but not limited to; the Summary of Terms and Conditions for Equipment Financing.

### **AVAILABILITY OF OPERATING LOAN**

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein.

The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.

### **LANGUAGE PREFERENCE**

This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise à la demande de toutes les parties.)

### **SCHEDULE "A" - STANDARD TERMS AND CONDITIONS**

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

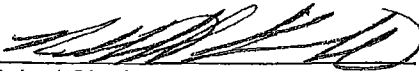
We trust you will find these facilities helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing (which includes the Standard Terms and Conditions), please do so by signing and returning the attached duplicate copy of this letter to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before June 20, 2017.

Yours truly,

**THE TORONTO-DOMINION BANK**




Lino Giacomini  
Relationship Manager



Robert Giordano  
Manager Commercial Credit

TO THE TORONTO-DOMINION BANK:

BOSS LOGO PRINT & GRAPHICS INC hereby accepts the foregoing offer this 31 day of May, 2017. The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.

  
\_\_\_\_\_  
Signature

**Kapil Sunak CEO**

\_\_\_\_\_  
Print Name & Position

**cc. Guarantor(s)**

The Bank is providing the guarantor(s) with a copy of this letter as a courtesy only. The delivery of a copy of this letter does not create any obligation of the Bank to provide the guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the guarantor.

**SCHEDULE A**  
**STANDARD TERMS AND CONDITIONS**

**1. INTEREST RATE DEFINITIONS**

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

The Stamping Fee rate per annum for CAD B/As is based on a 365 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance. The Stamping Fee rate per annum for USD B/As is based on a 360 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance.

CDOR means, for any day, the annual rate for B/As denominated in Canadian Dollars for a specified term that appears on the Reuters Screen CDOR Page as of 10:00 a.m. (Toronto time) on such day (or, if such day is not a Business Day, then on the immediately preceding Business Day).

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

If Prime Rate, CDOR, LIBOR, USBR or any other applicable base rate is less than zero, such base rate shall be deemed to be zero for purposes of this Agreement.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

**2. INTEREST CALCULATION AND PAYMENT**

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice. Interest is charged on February 29 in a leap year.

The Stamping Fee is calculated based on the amount and the term of the B/A and is payable upon acceptance by the Bank of the B/A. The net proceeds received by the Borrower on a B/A advance will be equal to the Face Amount of the B/A discounted at the Bank's then prevailing B/A discount rate for CAD B/As or USD B/As as the case may be, for the specified term of the B/A less the B/A Stamping Fee. If the B/A discount rate (or the rate used to determine the B/A discount rate) is less than zero, it shall instead be deemed to be zero for purposes of this Agreement.

Interest on LIBOR Loans and CDOR Loans is calculated and payable on the earlier of contract maturity or quarterly in arrears, for the number of days in the LIBOR or CDOR interest period, as applicable.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.

Interest on Fixed Rate Term Loans is compounded monthly and payable monthly in arrears unless otherwise provided in the Rate and Payment Terms Notice.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of principal.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

### **3. DRAWDOWN PROVISIONS**

#### **Prime Based and USBR Loans**

There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan or USBR Loan over \$1,000,000.

#### **B/As**

The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. In no event shall the term of the B/A exceed the Contractual Term Maturity Date or Maturity Date, as applicable. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of B/As is \$1,000,000 and in multiples of \$100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown.

The Borrower shall pay to the Bank the full amount of the B/A at the maturity date of the B/A.

The Borrower appoints the Bank as its attorney to and authorizes the Bank to (i) complete, sign, endorse, negotiate and deliver B/As on behalf of the Borrower in handwritten form, or by facsimile or mechanical signature or otherwise, (ii) accept such B/As, and (iii) purchase, discount, and/or negotiate B/As.

#### **LIBOR and CDOR**

The Borrower shall advise the Bank of the requested LIBOR or CDOR contract maturity period. The Bank shall have the discretion to restrict the LIBOR or CDOR contract maturity. In no event shall the term of the LIBOR or CDOR contract exceed the Contractual Term Maturity Date. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of a LIBOR Loan or a CDOR Loan is \$1,000,000, and shall be in multiples of \$100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested LIBOR Loan or CDOR Loan.

#### **L/C and/or L/G**

The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.

### **B/A, LIBOR and CDOR - Conversion**

Any portion of any B/A, LIBOR or CDOR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the maturity date of the B/A or the last day in the interest period of the LIBOR or CDOR contract, as applicable. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

### **B/A, LIBOR and CDOR – Market Disruption**

If the Bank determines, in its sole discretion, that a normal market in Canada for the purchase and sale of B/As or the making of CDOR or LIBOR Loans does not exist, any right of the Borrower to request a drawdown under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any drawdown request for B/As, LIBOR or CDOR Loans, as applicable, during the suspension period shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount.

### **Cash Management**

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit even if the drawdown results in amounts outstanding in excess of the Credit Limit.

### **Notice**

Prior to each drawdown under a Fixed Rate Term Loan, other than a Long Term Farm Loan, an Agriculture Term Loan, a Canadian Agricultural Loans Act Loan, a Dairy Term Loan or a Poultry Term Loan and at least 10 days prior to the maturity of each Rate Term, the Borrower will advise the Bank of its selection of drawdown options from those made available by the Bank. The Bank will, after each drawdown, other than drawdowns by way of BA, CDOR, or LIBOR Loan or under the operating loan, send a Rate and Payment Terms Notice to the Borrower.

## **4. PREPAYMENT**

### **Fixed Rate Term Loans**

#### **10% Prepayment Option Chosen.**

- (a) Once, each calendar year, ("Year"), the Borrower may, provided that an Event of Default has not occurred, prepay in one lump sum, an amount of principal outstanding under a Fixed Rate Term Loan not exceeding 10% of the original amount of the Fixed Rate Term Loan, upon payment of all interest accrued to the date of prepayment without paying any prepayment charge. If the prepayment privilege is not used in one Year, it cannot be carried forward and used in a later Year.
- (b) Provided that an Event of Default has not occurred, the Borrower may prepay more than 10% of the original amount of a Fixed Rate Term Loan in any Year, upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
  - i) three months' interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
  - ii) the Yield Maintenance, being the difference between:
    - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
    - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of the Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity

of the Rate Term, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

#### **10% Prepayment Option Not Chosen.**

- (c) The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
- i) three months' interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
  - ii) the Yield Maintenance, being the difference between:
    - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
    - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of the Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

#### Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, at any time without the payment of prepayment charges.

#### **5. STANDARD DISBURSEMENT CONDITIONS**

The obligation of the Bank to permit any drawdowns hereunder at any time is subject to the following conditions precedent:

- a) The Bank shall have received the following documents which shall be in form and substance satisfactory to the Bank:
  - i) A copy of a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement;
  - ii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement;
  - iii) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder;
  - iv) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder;
  - v) All operation of account documentation; and
  - vi) For drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement
- b) The representations and warranties contained in this Agreement are correct.
- c) No event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.
- d) The Bank has received the arrangement fee payable hereunder (if any) and the Borrower has paid all legal and other expenses incurred by the Bank in connection with the Agreement or the Bank Security.

#### **6. STANDARD REPRESENTATIONS AND WARRANTIES**

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, that:



- a) The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
- b) There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.
- c) No Event of Default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement or which would constitute a default under any other agreement.
- d) There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
- e) All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.
- f) The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.
- g) All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and workers' compensation dues are currently paid and up to date.
- h) If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions and other encumbrances, save and except for those approved by the Bank in writing.
- i) All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
  - i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
  - ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
  - iii) the Borrower's ownership, control and structure.

## **7. STANDARD POSITIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

- a) Pay all amounts of principal, interest and fees on the dates, times and place specified herein; under the Rate and Payment Terms Notice, and under any other agreement between the Bank and the Borrower.
- b) Advise the Bank of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender.
- c) Advise promptly after the happening of any event which will result in a material adverse change in the financial condition, business, operations, or prospects of the Borrower or the occurrence of any Event of Default or default under this Agreement or under any other agreement for borrowed money.

- d) Do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect.
- e) Take all necessary actions to ensure that the Bank Security and its obligations hereunder will rank ahead of all other indebtedness of and all other security granted by the Borrower.
- f) Pay all taxes, assessments and government charges unless such taxes, assessments, or charges are being contested in good faith and appropriate reserves shall be made with funds set aside in a separate trust fund.
- g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty in Section 6(l).
- h) Maintain property, plant and equipment in good repair and working condition.
- i) Inform the Bank of any actual or probable litigation and furnish the Bank with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, or prospects of the Borrower.
- j) Provide such additional security and documentation as may be required from time to time by the Bank or its solicitors.
- k) Continue to carry on the business currently being carried on by the Borrower its subsidiaries and each of the Guarantors at the date hereof.
- l) Maintain adequate insurance on all of its assets, undertakings, and business risks.
- m) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom.
- n) Comply with all applicable laws.

#### **8. STANDARD NEGATIVE COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

- a) Create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its assets or undertakings, now owned or hereafter acquired, except for those Permitted Liens, if any, set out in the Letter.
- b) Create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness resulting from Permitted Liens, if any) or guarantee or act as surety or agree to indemnify the debts of any other Person.
- c) Merge or consolidate with any other Person, or acquire all or substantially all of the shares, assets or business of any other Person.
- d) Sell, lease, assign, transfer, convey or otherwise dispose of any of its now owned or hereafter acquired assets (including, without limitation, shares of stock and indebtedness of subsidiaries, receivables and leasehold interests), except for inventory disposed of in the ordinary course of business.
- e) Terminate or enter into a surrender of any lease of any property mortgaged under the Bank Security.
- f) Cease to carry on the business currently being carried on by each of the Borrower, its subsidiaries, and the Guarantors at the date hereof.
- g) Permit any change of ownership or change in the capital structure of the Borrower.

#### **9. ENVIRONMENTAL**

The Borrower represents and warrants (which representation and warranty shall continue throughout the term of this Agreement) that the business of the Borrower, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, omission, spill or disposal of any hazardous materials and that any and all enforcement actions in respect thereto have been clearly conveyed to the Bank.

The Borrower shall, at the request of the Bank from time to time, and at the Borrower's expense, obtain and provide to the Bank an environmental audit or inspection report of the property from auditors or inspectors acceptable to the Bank.

The Borrower hereby indemnifies the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from all loss, claims, damages and expenses (including legal and audit expenses) which may be suffered or incurred in connection with the indebtedness under this Agreement or in connection with the Bank Security.

#### **10. STANDARD EVENTS OF DEFAULT**

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the following Events of Default:

- a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.
- b) If any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Agreement or the Bank Security is false or misleading at any time.
- c) If any representation or warranty made or information provided by the Guarantor to the Bank from time to time, including without limitation, under or in connection with the Personal Financial Statement and Privacy Agreement provided by the Guarantor, is false or misleading at any time.
- d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable of being remedied, the default continues unremedied for 5 Business Days after the occurrence.
- e) If the Borrower, any one of its subsidiaries, or, if any of the Guarantors makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower, any of its subsidiaries, or any of the Guarantors or if the Borrower, any of its subsidiaries, or any of the Guarantors is insolvent or declared bankrupt.
- f) If there exists a voluntary or involuntary suspension of business of the Borrower, any of its subsidiaries, or any of the Guarantors.
- g) If action is taken by an encumbrancer against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of property or enforce proceedings against any assets.
- h) If any final judgment for the payment of monies is made against the Borrower, any of its subsidiaries, or any of the Guarantors and it is not discharged within 30 days from the imposition of such judgment.
- i) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money in excess of the Cross Default Threshold entered into by the Borrower, any of its subsidiaries, or any of the Guarantors.
- j) If the Borrower, any one of its subsidiaries, or any of the Guarantors default under any other present or future agreement with the Bank or any of the Bank's subsidiaries, including without limitation, any other loan agreement, forward foreign exchange transactions, interest rate and currency and/or commodity swaps.
- k) If the Bank Security is not enforceable or if any party to the Bank Security shall dispute or deny any liability or any of its obligations under the Bank Security, or if any Guarantor terminates a guarantee in respect of future advances.
- l) If, in the Bank's determination, a material adverse change occurs in the financial condition, business operations or prospects of the Borrower, any of the Borrower's subsidiaries, or any of the Guarantors.
- m) If the Borrower or a Guarantor is an individual, the Borrower or such Guarantor dies or is found by a court to be incapable of managing his or her affairs.

### **11. ACCELERATION**

If the Bank accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to the Bank all amounts outstanding hereunder, including without limitation, the amount of unmatured B/As, CDOR and LIBOR Loans and the amount of all drawn and undrawn L/Gs and L/Cs. All cost to the Bank of unwinding CDOR and LIBOR Loans and all loss suffered by the Bank in re-employing amounts repaid will be paid by the Borrower.

The Bank may demand the payment of principal and interest under the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) hereunder and cancel any undrawn portion of the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) hereunder, at any time whether or not an Event of Default has occurred.

### **12. INDEMNITY**

The Borrower agrees to indemnify the Bank from and against any and all claims, losses and liabilities arising or resulting from this Agreement. USD loans must be repaid with USD and CAD loans must be repaid with CAD and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

### **13. TAXATION ON PAYMENTS**

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower, shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

### **14. REPRESENTATION**

No representation or warranty or other statement made by the Bank concerning any of the Facilities shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

### **15. CHANGING THE AGREEMENT**

- a) The Bank may, from time to time, unilaterally change the provisions of this Agreement where (i) the provisions of the Agreement relate to the Operating Loan, Agriculture Operating Line or Farm Property Line of Credit (and any other uncommitted facility) or (ii) such change is for the benefit of the Borrower, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.
- b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.
- c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit.

### **16. ADDED COST**

If the introduction of or any change in any present or future law, regulation, treaty, official or unofficial directive, or regulatory requirement, (whether or not having the force of law) or in the interpretation or application thereof, relates to:

- i) the imposition or exemption of taxation of payments due to the Bank or on reserves or deemed reserves in respect of the undrawn portion of any Facility or loan made available hereunder; or,

- ii) any reserve, special deposit, regulatory or similar requirement against assets, deposits, or loans or other acquisition of funds for loans by the Bank; or,
- iii) the amount of capital required or expected to be maintained by the Bank as a result of the existence of the advances or the commitment made hereunder;

and the result of such occurrence is, in the sole determination of the Bank, to increase the cost of the Bank or to reduce the income received or receivable by the Bank hereunder, the Borrower shall, on demand by the Bank, pay to the Bank that amount which the Bank estimates will compensate it for such additional cost or reduction in income and the Bank's estimate shall be conclusive, absent manifest error.

#### **17. EXPENSES**

The Borrower shall pay, within 5 Business Days following notification, all fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration and ongoing administration of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited, to all outside counsel fees and expenses and all in-house legal fees and expenses, if in-house counsel are used, and all outside professional advisory fees and expenses. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 25, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including the registration fee in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or its agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Operating Loan, the Agriculture Operating Line or Farm Property Line of Credit.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

#### **18. NON WAIVER**

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security or upon the occurrence of an Event of Default shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

#### **19. EVIDENCE OF INDEBTEDNESS**

The Bank shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the true indebtedness secured by the chattel mortgage.

#### **20. ENTIRE AGREEMENTS**

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the credit facilities described in the Letter. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement, are the entire agreements relating to the Facilities described in this Agreement.

## **21. NON-MERGER**

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of an inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

## **22. ASSIGNMENT**

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

## **23. RELEASE OF INFORMATION**

The Borrower hereby irrevocably authorizes and directs the Borrower's accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

## **24. FX CLOSE OUT**

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

## **25. SET-OFF**

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the credit of or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness and liability under this Agreement to the indebtedness and liability under this Agreement, the Bank will convert the deposit or other obligation to the currency of the indebtedness and liability under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

## **26. SEVERABILITY**

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

## **27. MISCELLANEOUS**

- i) The Borrower has received a signed copy of this Agreement;
- ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them;
- iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;
- iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located;
- v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars

## **28. DEFINITIONS**

Capitalized Terms used in this Agreement shall have the following meanings:

*"All-In Rate"* means the greater of the interest rate that the Borrower pays for Floating Rate Loans or the highest fixed rate paid for Fixed Rate Term Loans.

*"Agreement"* means the agreement between the Bank and the Borrower set out in the Letter and this Schedule "A" - Standard Terms and Conditions.

*"Business Day"* means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business.

*"Branch/Centre"* means The Toronto-Dominion Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

*"Contractual Term Maturity Date"* means the last day of the Contractual Term period. If the Letter does not set out a specific Contractual Term period but rather refers to a period of time up to which the Contractual Term Maturity Date can occur, the Bank and the Borrower must agree on a Contractual Term Maturity Date before first drawdown, which Contractual Term Maturity Date will be set out in the Rate and Payments Terms Notice.

*"Cross Default Threshold"* means the cross default threshold set out in the Letter. If no such cross default threshold is set out in the Letter it will be deemed to be zero.

*"Face Amount"* means, in respect of:

- (i) a B/A, the amount payable to the holder thereof on its maturity;
- (ii) A L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

*"Fixed Rate Term Loan"* means any drawdown in Canadian dollars under a Facility at an interest rate which is fixed for a Rate Term at such rate as is determined by the Bank at its sole discretion.

*"Floating Rate Loan"* means any loan drawn down, converted or extended under a Facility at an interest rate which is referenced to a variable rate of interest, such as the Prime Rate.

*"Inventory Value"* means, at any time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

*"Letter"* means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

*"Letter of Credit"* or *"L/C"* means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank.

*"Letter of Guarantee"* or *"L/G"* means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

*"Maturity Date"* for a Facility, means the date on which all amounts outstanding under such Facility are due and payable to the Bank.

*"Person"* includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party, or government (whether national, federal, provincial, state, municipal, city, county, or otherwise and including any instrumentality, division, agency, body, or department thereof).

*"Purchase Money Security Interest"* means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

*"Rate Term"* means that period of time as selected by the Borrower from the options offered to it by the Bank, during which a Fixed Rate Term Loan will bear a particular interest rate. If no Rate Term is selected, the Borrower will be deemed to have selected a Rate Term of 1 year.

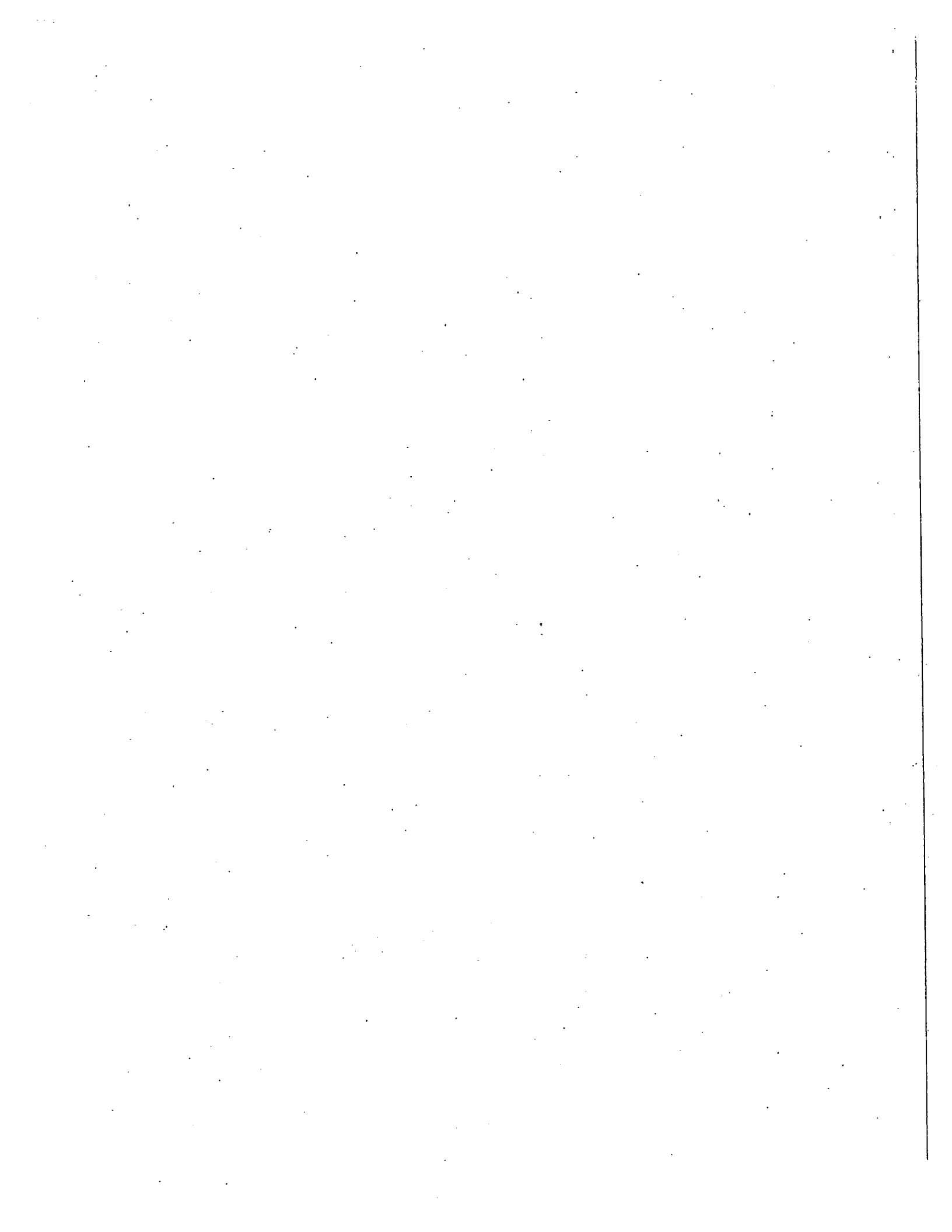
*"Rate and Payment Terms Notice"* means the written notice sent by the Bank to the Borrower setting out the interest rate and payment terms for a particular drawdown.

*"Receivable Value"* means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the total amount of all claims, liens, or encumbrances on those receivables having or purporting to have priority over the Bank.

*"Receivables/Inventory Summary"* means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by a senior officer/representative of the Borrower.

*"US\$" or "USD Equivalent"* means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.





# Tab D

Attached is Exhibit "D" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
A Commissioner, etc.  
SHAKIRA JOHN



**TD Equipment Finance, a division of the Toronto-Dominion Bank**  
2020 Winston Park Drive, Suite 301  
Oakville, Ontario L6H 6X7  
Phone (905) 403-4770 Fax (905) 403-4771

July 6, 2017

Boss Logo Print & Graphics Inc  
3115 14<sup>th</sup> Ave., Unit 5-7  
Markham, Ont., L3R 0H1

Attn: Kapil Sunak

Dear Kapil:

**Re: Master Lease Agreement No. 26043**  
**(the "Contract") - Foreign Exchange Provision Adjustments**

Thank you for choosing TD Equipment Finance to assist with your recent financing requirements. We are pleased to enclose fully executed copies of your lease documents for your records.

We would like to inform you that according to the above mentioned Contract's Foreign Exchange Provisions, we have made the following adjustments:

| <b>Item Adjusted</b>            | <b>Original Amount</b> | <b>Final Amount</b> |
|---------------------------------|------------------------|---------------------|
| <b>Equipment Cost – USD</b>     | \$600,000.00           | <b>\$592,500.00</b> |
| <b>Foreign Exchange Rate</b>    | 1.32                   | <b>1.2988</b>       |
|                                 | \$792,000.00           | <b>\$769,539.00</b> |
| <b>Customer Down Payment</b>    |                        | <b>\$10,000.00</b>  |
| <b>Total Cost before tax</b>    | \$792,000.00           | <b>\$779,539.00</b> |
| <b>Rental 1-60 before taxes</b> | \$11,188.69            | <b>\$11,077.88*</b> |
| <b>Purchase Option (if any)</b> | \$257,253.09           | <b>\$248,812.48</b> |

\* the lease payment decrease is directly attributed to the decrease in the foreign exchange rate which was quoted originally at CAD 1.32 over USD 1.00.

A revised invoice is attached. Your lease payments are now due on the 15th day of each month and have been decreased as per the revised amortization schedule attached, plus applicable tax. Except for the amendment as noted above, all other terms and conditions of the Contract remain unchanged and in full force and effect.

Should you have any questions or concerns, please contact the undersigned at any time. We appreciate your business and look forward to an ongoing lending relationship.

Yours truly,  
**TD Equipment Finance Canada, a division of**  
**The Toronto-Dominion Bank**

Danny Nowak  
Director, National Accounts



**TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank**  
 2020 Winston Park Drive, Suite 301, Oakville, Ontario L6H 6X7  
 Phone: (905) 403-4770 Fax: (905) 403-4771

**LEASE AGREEMENT**

|  |   |   |   |
|--|---|---|---|
| LEGAL NAME AND ADDRESS OF LESSEE   |   | CONTRACT NO. 26043  |   |
| LESSEE NAME  | BOSS LOGO PRINT & GRAPHICS INC ("Lessee")   | NAME  | Scodix Inc. ("Supplier")  |
| Date of Birth (if Lessee is an individual)   |   | SUPPLIER OF EQUIPMENT   |   |
| ADDRESS: 3115 14TH AVE UNIT 4-7 MARKHAM ON L3R 0H1   |   | ADDRESS: 250 Pehle Avenue, Suite # 101 Saddle Brook, NJ 07663   |   |
| CONTACT: Kapil Sunak   | TEL: 416 657 - 2677 ext 501<br>FAX: 905 477 - 5622  | SALESPERSON:  | TEL: (201) 487-8383<br>FAX: 201) 490-2080   |
| EQUIPMENT LOCATION (if different from Lessee address above)  |   |   |   |
| ADDRESS:   |   |   |   |
| NAME AND ADDRESS OF LANDLORD IF EQUIPMENT IS TO BE PLACED IN RENTED PREMISES   |   |   |   |
| <b>EQUIPMENT TO BE LEASED (the "Equipment")</b>  |   |   |   |
| NO. OF UNITS   | DESCRIPTION: Type of Equipment, Serial Number, Model No., manufacturer and other particulars  |   |   |
| One (1)  | new 2017 Scodix Ultra Pro digital press serial no. 3109 with scodix Ultra Foil unit serial no. 5078 including all attachments and accessories |   |   |
| <b>TERMS OF PAYMENT (RENTAL PAYMENTS PAYABLE ARE SUBJECT TO CHANGE TO REFLECT TAX RATE CHANGES)</b>  |   |   |   |
| LEASE TERM (NO. OF MONTHS)   | NUMBER OF RENTAL PAYMENTS   | PAYMENTS WILL BE MADE IN ADVANCE:<br>MONTHLY <input checked="" type="checkbox"/><br>QUARTERLY <input type="checkbox"/><br>ANNUALLY <input type="checkbox"/> | PREPAID RENTALS HELD AGAINST THE NUMBER OF RENTAL PAYMENTS<br>NO TOTALING<br>N/A @ \$N/A            |
| 60   | 60  |   |   |
| RENTAL PAYMENT, excluding taxes  |   | PROVINCIAL SALES TAX  | GST/ HST  |
| 2@ \$4,000.00<br>58@ \$11,188.69   |   | \$N/A<br>\$N/A  | 2@ \$520.00<br>58@ \$ 1,454.53  |
| RENTAL PAYMENT, including taxes (the "Rental Payment")   |   |   |   |
| 2@ \$4,520.00<br>58@ \$ 12,643.22  |   |   |   |
| LEASE COMMENCEMENT DATE AND FIRST RENTAL PAYMENT DATE:   |   | SUBSEQUENT RENTAL PAYMENT DATE:   |   |
| MONTH/ DAY/YEAR July/4/2017  |   | MONTH/ DAY/YEAR August/15/2017  |   |
| <b>PURCHASE OPTION:</b>  |   |   |   |
| Subject to Section 6 of this Lease, Lessee may elect to purchase the Equipment on the expiry of the <u>N/A</u> month (the "Purchase Option Date") for the amount of \$ <u>N/A</u> (the "Purchase Option Price"). |   |   |   |
| ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS OF THIS LEASE:  |   |   | CORRESPONDENCE TO BE IN ENGLISH <input checked="" type="checkbox"/> FRENCH <input type="checkbox"/> |
| See attached Schedule B - Lease Amendment  |   |   |   |

LESSEE ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT WHICH ARE SET FORTH ON THIS PAGE, ON THE FOLLOWING FOUR (4) PAGES AND ON THE ATTACHED SCHEDULES AND CERTIFICATES (IF ANY) (the "Lease")  
 Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said Equipment to Lessee upon the terms and conditions of the within Lease, and upon written acceptance hereof, signed by Lessor below, agrees to lease said Equipment. Lessee acknowledges having read the terms and conditions of the Lease. Lessee and Lessor agree to the provisions of the Lease and, in consideration of those provisions, sign and deliver this Lease to be effective on the date signed by Lessee and Lessor.

|   |  |
|---|--|
| DATE OF ACCEPTANCE BY LESSOR:<br><u>July 7/17</u>                               | DATE EXECUTED BY LESSEE: <u>July 4th, 2017</u>                                     |
| TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank ("Lessor") | FULL LEGAL NAME OF LESSEE: <u>BOSS LOGO PRINT &amp; GRAPHICS INC</u>               |
| By: <u>A MacDonaw</u><br>AUTHORIZED SIGNATURE                                   | THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE              |
| <u>Alan MacDonaw</u><br>NAME/TITLE  | BY: <u>[Signature]</u> <u>KAPIL SUNAK / CEO</u><br>AUTHORIZED SIGNATURE NAME/TITLE |
| <u>Scodix Ops</u>   | BY: _____<br>AUTHORIZED SIGNATURE NAME/TITLE                                       |
|   | Individual(s) (if any): Full Legal Name(s):<br>_____<br>Signature Signature        |
|   | Witness (a witness is mandatory for individuals): _____                            |
|   | Name/Address of Witness: _____   |

## TERMS AND CONDITIONS OF LEASE

1. **LEASE.** Lessee hereby leases from Lessor and Lessor leases to Lessee the personal property described in the above Equipment To Be Leased section or in any schedule attached to this Lease, together with all replacements, additions, attachments and accessories relating thereto or affixed thereon (all herein referred to as the "Equipment") upon the terms and conditions set forth in this Lease.
2. **SELECTION OF EQUIPMENT.** Lessee acknowledges that: (i) the Equipment and the Supplier have been selected by Lessee based on Lessee's own judgment; (ii) Lessee has requested Lessor to acquire title and ownership of the Equipment; (iii) the Equipment has been, or forthwith upon the execution of this Lease by Lessor will be, ordered from the Supplier.
3. **DELIVERY AND ACCEPTANCE.** Lessee is responsible, at Lessee's own cost and expense, to arrange for the delivery and installation of the Equipment. Lessee will acknowledge acceptance of the Equipment on the day that the Equipment is delivered by executing the Delivery and Acceptance Certificate in the form attached hereto as Schedule 1 (the "Certificate"), which Certificate shall form part of this Lease. The execution of such Certificate shall be conclusive proof as between Lessee and Lessor as to the delivery and acceptance of the Equipment by Lessee. Lessee agrees that Lessor has no duty to inspect or test the Equipment either before or after its delivery.
4. **TERM.** The original term of this Lease (the "Lease Term") and its commencement date (the "Lease Commencement Date") will be as provided under the "Terms of Payment" section above and unless sooner terminated as set forth herein, shall end upon payment to Lessor of the Number of Rental Payments specified under the "Terms of Payment" section above. All terms and conditions of this Lease including the obligation to make additional Rental Payments in the same amount as required during the Lease Term shall apply after the Lease Term or Extended Lease Term, as applicable, of the Lease until the Equipment has been returned to, or purchased by, the Lessor in accordance with the terms hereof.
5. **EXTENSION OF LEASE TERM.** Provided Lessee is not in default hereunder, at the expiration of the Lease Term this Lease shall be automatically renewed on a month-to-month basis ("Extended Lease Term") upon and subject to the terms and conditions set forth herein, unless either Lessor or Lessee has notified the other in writing no later than thirty (30) days prior to the expiration of the Lease Term of its intent to terminate this Lease. During the Extended Lease Term, if any, or if the Equipment is not returned in the condition required by this Lease on or prior to expiry of the Lease Term or Extended Lease Term, as applicable, Lessee shall pay the Rental Payment to Lessor. Notwithstanding the foregoing, neither payment nor the obligation by Lessee to pay any amount under this section due to Lessee's failure to return the Equipment in the required condition by the required date, nor acceptance of any such payment by Lessor, constitutes an agreement by Lessor to extend the term of the Lease or consent to retention by Lessee of the Equipment after the required return date, nor a waiver of Lessor's right to insist on prompt return of the Equipment or to recover damages for breach of Lessee's obligations hereunder (but such payment may mitigate or partially mitigate such damages).
6. **OPTION TO PURCHASE.** Provided Lessee is not in default of any of the terms or conditions of this Lease, then Lessee shall have the option to purchase the Equipment on an "as is, where is" basis, without warranties or representations whatever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, for the Purchase Option Price plus all applicable taxes, at the Purchase Option Date. The Purchase Option Price and the Purchase Option Date will be as provided under the "Terms of Payment" section above. Lessee will give the Lessor written notice at least sixty (60) days but not more than ninety (90) days prior to the Purchase Option Date of its intention to exercise this purchase option. After receipt of such notice, Lessor shall invoice Lessee for the Purchase Option Price plus all applicable taxes and all amounts outstanding under the Lease, and pass title to the Equipment to Lessee on the Purchase Option Date upon receipt of payment in full.
7. **WARRANTIES.** Lessor hereby assigns to Lessee, for the Lease Term or Extended Lease Term, as applicable, hereof only and to the extent permitted by law, all warranties, if any, resulting from the sale of the Equipment by the Supplier to Lessor. Upon expiry of the Lease Term or Extended Lease Term, as applicable, or upon termination of this Lease for any reason, Lessee hereby immediately reassigns all such warranties to Lessor. Lessee acknowledges that Lessor is not the manufacturer of the Equipment, nor the manufacturer's or Supplier's agent. Nor is the Supplier or manufacturer an agent of Lessor. Lessee disclaims any reliance upon any statements or representations made by Lessor. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE DURABILITY, QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. Lessor shall not be liable to Lessee for any loss, cost, damage or expense of any kind or nature caused directly or indirectly by the Equipment or the use, ownership or maintenance thereof or for any loss of business or other damages whatsoever and howsoever caused. In the event that the Equipment is not properly installed, does not perform as represented by the Supplier or manufacturer, fails to function or perform, or is unacceptable for any reason whatsoever, Lessee will look to the Supplier or manufacturer as to any warranty, guarantee, or other obligation made by the Supplier or manufacturer in respect of the Equipment. The failure or breach of any representation or warranty as to the Equipment or any other matter by the Supplier or manufacturer shall in no way relieve Lessee of any obligations hereunder.
8. **TITLE.** Lessee acknowledges that ownership and title to the Equipment and the right to the benefit of any capital cost allowance under the Income Tax Act (Canada) or similar provincial legislation shall, throughout the Lease Term or Extended Lease Term, as applicable, remain vested in Lessor and Lessee shall have no right of property therein except the right to possess and use the Equipment as provided in this Lease. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating that Lessor is the owner. Lessee shall keep the Equipment free of liens, security interests, charges, encumbrances, hypothecs, claims, legal processes of creditors and any other rights of third parties of any kind or nature (collectively, "Encumbrances"). Lessee agrees not to sell, pledge, hypothecate, or otherwise encumber or suffer a lien or charge upon or against any interest in this Lease or in the Equipment.
9. **PERSONAL PROPERTY.** The Equipment shall at all times during the Lease Term or Extended Lease Term, as applicable, be and remain personal or moveable property, regardless of the manner in which it may be attached to any real estate. Lessee shall cause the Equipment to be installed in a manner which will permit its removal without material injury to it or to the place of installation. Lessee shall obtain any landlord or mortgagee waivers that Lessor may require. Lessee shall be responsible for any damage done to any real estate, building or structure by the removal of the Equipment and shall indemnify and save harmless Lessor therefrom.
10. **LOCATION OF EQUIPMENT.** The Equipment shall be located and used at the place designated in the "Equipment Location" section above and not elsewhere without the prior written consent of Lessor.
11. **RIGHT OF INSPECTION.** At any time during normal business hours, Lessor or its authorized representatives shall have the right to inspect the Equipment and any records of Lessee relating thereto.
12. **NON-CANCELLABLE LEASE.** This Lease shall be binding upon the parties hereto and cannot be cancelled or terminated except as expressly provided herein.
13. **RENTAL PAYMENTS.** Lessee agrees to pay Lessor the Rental Payment for the Number of Rental Payments, each as specified under the "Terms of Payment" section above together with all applicable taxes and any other sums as may become payable under this Lease. The first Rental Payment is due on the First Rental Payment Date as specified under the "Terms of Payment" section above. The second Rental Payment is due on the Subsequent Rental Payment Date as specified under the "Terms of Payment" section above. The remaining Rental Payments are due on the monthly, quarterly or annual anniversary of the Subsequent Rental Payment Date as specified under the "Terms of Payment" section above. Payments shall be made without demand or invoice at the address of Lessor herein noted or as otherwise instructed by Lessor from time to time. The Rental Payments provided herein shall be absolutely net and carefree to Lessor free of all set-offs, expenses and outgoings of any kind or nature and Lessee agrees unconditionally to pay each of the Rental Payments, including applicable taxes, and all other payments required hereunder without cancellation, defence, deduction, recoupment, reduction, abatement, compensation, set-off, claim or counterclaim or any other right whatsoever due or alleged to be due because of any past, present or future claim by Lessee against Lessor, the manufacturer or Supplier of the Equipment under this Lease or otherwise. This Lease shall not terminate nor the obligations of Lessee be affected because of any defect in, change to, destruction, loss of possession or use of the Equipment from any cause whatsoever, whether within or beyond the control of the Lessee, including, without limitation, wear and tear, act of God, government regulations, strike, loss or damage, obsolescence or Equipment failure, any present or future law to the contrary notwithstanding, it being the intention of the parties that each of the Rental Payments, including applicable taxes, and other sums as may become payable by Lessee shall continue to be payable in all events unless the obligation to pay shall be terminated by the express provisions of this Lease.
14. **COSTS AND EXPENSES.** Lessee shall pay or reimburse Lessor on demand for all expenses, fees, charges, claims and fines incurred or arising in connection with this Lease, and the ongoing administration, monitoring and enforcement thereof, including without limitation the registration, licensing, possession, use or operation of the Equipment and all taxes and duties on or relating to the Equipment together with all other expenses and outgoings relating to the Equipment.
15. **COMPLETION OF LEASE.** Lessee appoints Lessor as its attorney for the purpose of filing in the Lease Commencement Date and First Rental Payment Date on this Lease; and to complete the Equipment description above, including without limitation setting out serial numbers and any other identifying references to the Equipment; and adjustment of the Rental Payment to reflect tax rate changes, as provided for under "Terms of Payment" above.
16. **PREPAID RENTALS.** The number and amounts of rentals to be prepaid as set forth in the "Terms of Payment" section above, if any, shall be paid to Lessor by Lessee on or before the Lease Commencement Date. Such prepaid rentals, when paid to Lessor, shall be deemed to have been received by Lessor not as a deposit nor as a security to compensate Lessor for any damages it may suffer by reason of a breach by Lessee of any covenant or condition of this Lease, but as a condition preliminary for the execution thereof, and shall remain the absolute property of Lessor, shall not be refundable to Lessee under any circumstances but shall be applied by Lessor against rentals in reverse order of their maturities if this Lease remains in force and in good standing.
17. **MAINTENANCE AND USE.** Lessee shall, at Lessee's own cost and expense, be responsible for the maintenance and repair of the Equipment by qualified parties not disapproved of by Lessor. Lessee shall, at its own cost and

expense, keep the Equipment in good repair, condition and working order (including necessary replacements), maintained and operated carefully in compliance with manufacturer's recommendations and all applicable laws and regulations, by competent and duly qualified personnel only. Lessee shall comply with and conform to all laws, ordinances and regulations present or future, in any way relating to the possession, use or maintenance of the Equipment throughout the Lease Term or Extended Lease Term, as applicable, and to the perfect exoneration from liability of Lessor. Lessee may make replacements, alterations, additions or improvements to the Equipment provided that all such replacements, alterations or improvements do not impair the value or utility of the Equipment, are completed by qualified parties not disapproved of by Lessor, are at Lessee's expense and shall belong to, and become property of, Lessor immediately upon being made. Lessee acknowledges that Lessor is not responsible for providing any required maintenance and/or service for the Equipment. Lessee will make all claims for service and/or maintenance solely to the Supplier and/or manufacturer and/or other person and such claims will not affect Lessee's obligation to make all required Rental Payments.

18. **LESSOR'S PAYMENT.** If Lessee fails to perform or comply with any of its agreements contained herein, including, without limitation, the agreement of Lessee to maintain insurance on the Equipment in accordance with section 20 hereof and to pay any fees, taxes or other lawful charges in accordance with section 37 hereof, then Lessor may itself perform or comply with such agreement, and the amount of the reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement, as the case may be, shall be deemed additional rent hereunder and shall be payable, with interest at the rate of twenty four percent (24%) per annum, by Lessee upon demand.

19. **LOSS AND DAMAGE.** Lessee assumes and shall bear the entire risk of loss or destruction of, or damage to the Equipment from any cause whatsoever, whether or not insured. In the event that the Equipment or any item thereof shall become lost, stolen, destroyed or damaged beyond repair for any reason or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Lessee will, at the option of Lessor, immediately (a) replace the Equipment or such item by providing Lessor with title to such replacement equipment satisfactory to Lessor which replacement equipment shall be of equal value and free of any encumbrance, or (b) pay to Lessor the present value of: (i) the aggregate of all unpaid amounts due hereunder as rental or otherwise to the expiration of the Lease Term or the Extended Lease Term, as applicable; and (ii) Lessor's residual value of the Equipment at the expiration of this Lease (calculated by discounting such amounts at an interest rate of two percent (2%) per annum compounded monthly).

20. **INSURANCE.** Lessee shall, at its own expense, keep the Equipment insured throughout the Lease Term or Extended Lease Term, as applicable, against all perils and risks of loss (including without limitation, loss or damage by fire or theft) in such amounts as would normally be insured against by prudent owners or users of similar equipment to the Equipment, or as Lessor may at any time or from time to time require. The insurance shall, at a minimum, cover the full replacement value of the Equipment, including taxes and installation costs, and will not be subject to any deductible or co-insurance clause unless and to the extent agreed to by Lessor in writing. Lessee will also, at its expense, place and maintain insurance throughout the Lease Term or Extended Lease Term, as applicable, against third party liability, including liability imposed on Lessor or Lessee for injury to, or death of, persons, or damage to or destruction of property, to the extent of not less than \$2,000,000 per occurrence or such other amount as Lessor may from time to time require. All insurance policies will be with reputable insurers reasonably acceptable to Lessor and will name Lessor as an additional insured and first loss payee. Lessee must renew or replace such insurance throughout the Lease Term or Extended Lease Term, as applicable, as required in order to be in compliance with this section. Evidence of the renewal of such insurance shall be produced to Lessor at least thirty (30) days before the termination thereof or Lessor may obtain the renewal of such insurance at Lessee's expense. On Lessor's request, and in any event, at least once each year, Lessee must supply Lessor with evidence, satisfactory to Lessor, of the existence of such insurance. All such insurance will require the insurer to give at least 30 days' prior written notice to Lessor of any cancellation or alteration in the terms of the insurance and will also provide that the insurance, as to the interests of Lessor, shall not be invalidated by any act or omission of Lessee. Lessee now appoints Lessor, with full power of substitution and coupled with an interest, as Lessee's attorney-in-fact to make, claim for, receive payment of proceeds and execute and endorse all documents, cheques or drafts for loss or damage under any such policy. Lessee will not make any adjustments to any insurance policy without obtaining the prior written consent of Lessor. Lessee will promptly notify Lessor of any damage to or loss of the Equipment or any part thereof and, at its own expense, make all proofs of loss and take all other steps necessary to recover any insurance benefits unless advised in writing by Lessor that Lessor desires to do so at Lessee's expense. Performance by Lessee under this section will not affect or release Lessee's obligations and liabilities to pay each Rental Payment or perform as herein elsewhere provided.

21. **PURCHASE MONEY SECURITY INTEREST AND PROCEEDS.** This Lease grants to Lessor a purchase money security interest in the Equipment and in the proceeds of the Equipment of whatever nature and kind and howsoever arising within the meaning of the personal property security acts of any province or territory in Canada in force or to come into force from time to time.

22. **REPRESENTATIONS AND WARRANTIES.** Lessee warrants, covenants and represents that: (a) if Lessee is a corporation or other form of business organization it is validly existing, in good standing, under the laws of the jurisdiction of its organization, with adequate power to enter into this Lease; (b) this Lease has

been duly authorized, executed and delivered by all necessary action on the part of Lessee; (c) Lessee is engaged in an industrial or commercial enterprise and that Lessee intends to use the Equipment in its business and not for personal, family, household or farming purposes; (d) Lessee has obtained all consents required in connection with any aspect of the Equipment; (e) the name of Lessee has not been set out in its official formation filings in its jurisdiction of organization, in an English form and a French form, or in a combined English and French form; and (f) all information that Lessee has provided to Lessor is accurate and complete respecting, where applicable, (i) the names of Lessee's directors and the names and addresses of Lessee's beneficial owners; (ii) the names and addresses of Lessee's trustees, known beneficiaries and/or settlors; and (iii) Lessee's ownership, control and structure.

23. **EVENTS OF DEFAULT.** The occurrence or happening of any one or more of the following events shall constitute an Event of Default (each an "Event of Default"): (a) Lessee fails to pay any Rental Payment or other sum due hereunder or under any other agreement or lease entered into with Lessor within 5 days of its due date; (b) Lessee fails to observe or perform any term, covenant or condition of this Lease or of any other lease or other agreement between Lessor and Lessee or between affiliates of Lessor and Lessee, including, without limitation, any agreement between The Toronto-Dominion Bank and Lessee, and, if such default is capable to being remedied, the default continues unremedied for 5 business days after the occurrence; (c) there exists an event, the effect of which with lapse of time or giving of notice, will constitute an event of default or a default under any other agreement for borrowed money entered into by Lessee; (d) any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Lease is false or misleading at any time; (e) if Lessee makes any assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of Lessee, or if Lessee is insolvent or declared bankrupt; (f) if there exists a voluntary or involuntary suspension of business of Lessee; (g) if action is taken by an encumbrancer against Lessee to take possession of property or enforce proceedings against any assets; (h) if Lessee sells, leases, assigns, transfers, conveys or otherwise disposes of all or substantially all of its now owned or hereafter acquired assets; (i) if any final judgment for the payment of monies is made against Lessee and it is not discharged within 30 days from the imposition of such judgment; (j) if a guarantee in respect of this Lease is terminated for any reason whatsoever or a guarantor denies any liability under the guarantee; (k) if Lessor, in good faith, believes the ability of Lessee to pay or perform any term or condition of this Lease is impaired, or that all or any part of said Equipment is in imminent danger of being lost, damaged, confiscated, sequestered or seized under legal process; (l) if Lessee amalgamates or is subject to a direct or indirect change in control without Lessor's prior written consent; or (m) if, in Lessor's determination, a material adverse change occurs in the financial condition, business, operations or prospects of Lessee or of any guarantors of the obligations of Lessee under this Lease.

24. **REMEDIES UPON DEFAULT.** Upon the occurrence of an Event of Default, Lessor may, at its option and upon notice to Lessee, (a) elect to terminate this Lease, take possession of the Equipment, and sell, lease or otherwise dispose of it in such manner and upon such terms and conditions as it may deem fit, or (b) elect not to terminate this Lease and, as agent for Lessee, with or without taking possession of said Equipment, re-lease the Equipment for such period and upon such terms as it may deem fit and apply the net proceeds of such re-leasing against any amount payable hereunder by Lessee. Lessee acknowledges that the Equipment was acquired for, and leased to Lessee at Lessee's request and that the rental, the lease term and the ultimate disposition of the Equipment were predicated upon Lessor receiving a minimum return. Therefore, in addition to Lessor's right to take possession and to sell or re-lease or otherwise dispose of the Equipment, and irrespective of whether or not Lessor has elected to terminate the Lease, Lessor shall be entitled to claim and to recover immediately from Lessee as a genuine pre-estimate of liquidated damages for the breach of this Lease and not as a penalty an amount equal to the present value (calculated on the basis of an interest rate of two percent (2%) per annum compounded monthly) of the total of: (i) all amounts due hereunder as rent or otherwise to the expiration of the Lease Term or the Extended Lease Term, as applicable and (ii) Lessor's residual value of the Equipment at the expiration of the Lease or the Extended Lease Term, as applicable; provided that if Lessee has paid the said liquidated damages, the net amount received by Lessor in any sale, re-lease or disposition of the Equipment after deducting all costs and expenses, including legal fees and disbursements on a solicitor and own client basis will be paid to Lessee or if Lessee has not paid such liquidated damages, the said net amount will be deducted from such liquidated damages. The amount payable by Lessee as liquidated damages shall bear interest at the rate of twenty-four percent (24%) per annum, calculated monthly from the date Lessor gives notice to Lessee of an Event of Default. Upon the occurrence of an Event of Default, Lessee authorizes Lessor to debit any account Lessee has with any affiliate of Lessor for any sums payable under this Lease.

25. **REMEDIES CUMULATIVE.** All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise of any other right or remedy.

26. **COLLECTION CHARGES AND INTEREST.** Should Lessee fail to pay when due the whole or any part of any Rental Payment herein reserved or any other sum owed by Lessee under this Lease, Lessee shall pay to Lessor in addition

thereto, a collection charge equal to the greater of ten dollars (\$10.00) for each month or part thereof for which said rent or other sum shall be overdue or the interest on any and all overdue payments and amounts in default from date thereof until paid in full at the rate of twenty-four percent (24%) per annum (or such other rate as may be notified to Lessee from time to time) calculated and compounded monthly. Such collection charges shall be due and payable on demand. Lessor shall have the right to deduct such collection charges and interest from any payment received before crediting the balance of such payment to rental, other overdue payments and amounts in default. Lessee further agrees to pay to Lessor a fee for cheques returned due to non-sufficient funds or other reasons (an "NSF Cheque") to reimburse Lessor for its time and expense incurred with respect to an NSF Cheque. Such NSF charge shall be \$100.00 (which amount is subject to change at the sole discretion of Lessor). If any provision of this Lease would obligate Lessee to make any payment of interest or other amount payable to Lessor in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by Lessor of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by Lessor of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to Lessor under this Lease, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to Lessor which would constitute "interest" for purposes of Section 347 of the *Criminal Code* (Canada).

27. **RETURN OF EQUIPMENT UPON TERMINATION.** Upon the expiration or earlier termination of this Lease, Lessee shall at Lessee's expense deliver the Equipment to Lessor, or its designated agent, at such location as Lessor shall designate, or deliver or dispose of the Equipment as Lessor may otherwise direct. Lessee shall bear all expenses in connection with the return of the Equipment including dismantling, packing, crating, loading, rigging, transportation drayage, insurance and other costs and charges but not any charges or expenses in connection with de-crating or installation of such Equipment at such address designated by Lessor. Lessee agrees that upon return of the Equipment the Equipment will be in such condition that the manufacturer thereof will accept it for maintenance under the standard maintenance agreement of the manufacturer. Lessee agrees that any name or other identification of Lessee will be removed from the Equipment upon its return. The Equipment shall be returned in as good condition and working order as when delivered to Lessee, reasonable wear and tear only excepted, and free from any Encumbrances. Lessor shall be the sole judge of the condition of the Equipment. Lessee agrees to pay to Lessor the cost of repairing or restoring the Equipment in accordance with the provisions hereof and the cost of discharging any Encumbrances. If Lessee fails to return the Equipment within ten (10) days of the expiration or earlier termination of this Lease, as applicable, Lessor shall have the right to enter upon the premises where the Equipment may be and take possession of and remove it at Lessee's expense with or without legal process. Lessee hereby waives any claims for damages which it might otherwise have by reason of any such entry, taking or removal.

28. **NOTICES.** Any notice to be given hereunder shall be in writing and may be personally delivered, sent by registered mail or transmitted by electronic mail or fax to the address of each party contained herein. Every notice shall be deemed to have been given and received: if personally delivered, upon delivery; if sent by mail, on the earlier of actual receipt or five days after posting; and if transmitted by electronic mail or fax, on the earlier of actual receipt and two days following the date of transmission; in each case excluding Saturday, Sunday and those statutory holidays on which the offices of either party are closed. Either party may by notice change its address to which notice may be given.

29. **FINANCING STATEMENT.** Lessor may file a financing statement or similar registration with respect to this Lease so as to give notice to any interested parties. To the extent permitted by law, Lessee agrees to waive all right to notice as may be applicable under any such registration of this Lease, including without limitation, notice of any financing statement, financing change statement, amendment or verification statement evidencing any such financing statement, financing change statement or amendment.

30. **ASSIGNMENTS AND SUBLETTING.** Lessee shall not transfer, deliver up possession of or sublet the Equipment and this Lease shall not be assignable by Lessee without prior written permission of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of \$500.00 (which amount is subject to change at the sole discretion of Lessor) or Lessor's actual costs, whichever is greater. This Lease and all rights of Lessor hereunder may be assigned by Lessor without Lessee's consent but Lessee shall not be obligated to make payments to any assignee of Lessor except after written notice of such assignment from Lessor. Lessee agrees to make each Rental Payment hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. Such assignment shall not operate to release Lessee from any of its obligations hereunder.

31. **ENGLISH LANGUAGE.** The parties hereto confirm their express wish that this Lease as well as all other documents related hereto, including notices, be drawn up in the English language only and declare themselves satisfied therewith; les parties aux présentes confirment leur volonté expresse de voir le présent bail de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement et s'en déclarent satisfaits.

32. **JURISDICTION.** This Lease shall be governed by and construed in accordance with the laws of the jurisdiction in which the Equipment is located. The

parties irrevocably attorn to the non-exclusive jurisdiction of the courts of the province in which the Equipment is located.

33. **FURTHER ASSURANCES.** Lessee will promptly and duly execute and deliver to Lessor such further documents and instruments and take such further action as Lessor may from time to time request in order to more effectively carry out the intent and purpose hereof and to establish and protect the rights, interests and remedies intended to be created in favour of Lessor hereby including, without limitation, (i) the filing or recording of this Lease including any schedule or amendment hereto, or a financing, renewal or continuation statement with respect hereto or thereto in accordance with the laws of any applicable jurisdiction and (ii) the taking of such further action as Lessor may deem desirable to fully protect Lessor's interest hereunder. Lessee hereby authorizes Lessor to effect any such filing or recording as aforesaid (including the filing of any such financing statement without the signature of Lessee). Lessee shall also upon the request of Lessor provide evidence satisfactory to Lessor of the due authorizations, execution and delivery of any schedule or amendment hereto.

34. **CONSENT TO THE COLLECTION, USE AND/OR DISCLOSURE OF INFORMATION - INDIVIDUALS.** In this section, "you" means: (i) any individual, or that individual's authorized representative, who is Lessee; (ii) any individual who is a partner of Lessee; and (iii) the signing authorities, as identified to us, of Lessee. In this section and in section 35 below, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, including Lessor, which provide deposit, investment, loan, securities, trust, insurance and other products or services. "Information" means financial, personal and other details about you, that you provide to us and that we obtain from others outside our organization, including through the products and services that are provided by us to Lessee. You agree that, at the time you request to begin a relationship with us and during the course of your relationship with us, we may share your information with our world-wide affiliates, and collect, use and disclose your information as described in the Privacy Agreement which has or will be provided to you and is available online at [td.com](http://td.com), including for, but not limited to, the purpose of identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or by other electronic means, and by automatic dialing-announcing device, at the numbers you have provided to us or by ATM, internet, mail, email and other methods. To understand how you can withdraw your consent, refer to the "Marketing Purposes" section of the Privacy Agreement or contact Lessor at 1-866-567-8888. If:

- a) there are changes to the signing authorities of Lessee, or
- b) at the time of entering into this Lease, Lessee, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of such corporation, or has any director, where such individual or director is not, at such time, either a signing authority of such corporation or a personal banking customer of TD; or
- c) at the time of entering into this Lease, Lessee, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of Lessee, where such individual is not, at such time, either a signing authority of the Lessee or a personal banking customer of TD;

then Lessee agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available online at [td.com](http://td.com). The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, b) and c) shall not apply where the Lessee is a public body, or a corporation that has minimum net assets of \$75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by Section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

35. **CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION - BUSINESS CUSTOMER (OTHER THAN AN INDIVIDUAL).** In this section, "you" means the business customer that is not an individual. In addition to any rights TD may have regarding the collection and disclosure of your information, you authorize TD to obtain information about you from, and disclose information about you to, our world-wide affiliates, other lenders, credit reporting or credit rating agencies and credit bureaus and any supplier, agent or other party that performs services for you or on TD's behalf.

36. **INTERPRETATION.** It is hereby agreed by and between the parties that whenever the context of this Lease so requires the singular number shall include the plural and vice versa and that words importing the masculine gender shall include the feminine and neuter genders. The captions and headings in this Lease are for convenience only and shall not define or limit any of the terms hereof.

37. **TAXES.** Lessee shall pay when due all license fees, taxes, levies and other charges of any nature or kind and, make and file all declarations and returns in connection with all charges and taxes (local, provincial and federal) which may now or hereafter be imposed upon or measured by the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's net income. The indemnities contained in this section shall survive the termination of this Lease.

38. **INDEMNIFICATION OF LESSOR BY LESSEE.** Lessee hereby agrees to indemnify, protect, save and keep harmless Lessor, its shareholders, affiliates and each of their agents and servants, officers, employees and directors, from and against any and all liabilities, obligations, losses, damages, penalties, claims,



actions, suits, costs, expenses and disbursements, including without limitation legal fees and disbursements on a solicitor and own client basis, of whatsoever kind and nature imposed or assumed by, incurred by or asserted against Lessor in any way relating to or arising out of: (i) the manufacture, order, acceptance or rejection, purchase, ownership, delivery, lease, possession, use, importation, installation, condition, sale, return or other disposition of the Equipment (including, without limitation, any costs or expenses incurred by Lessor in the acquisition of any of the Equipment which are in excess of or were not included or contemplated in the selection and acquisition of the Equipment); (ii) environmental damage or loss caused by the Equipment; (iii) any claim relating to any latent or other defects whether or not discoverable by Lessee; (iv) any claim for patent, trademark, design or copyright infringement; (v) any claim based on Lessor's ownership of the Equipment; (vi) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment; or (vii) the failure of Lessee to comply with any terms of this Lease. Lessee agrees to give Lessor prompt notice of any claim or liability hereby indemnified against. This section shall be effective and in full force and effect from the date of the execution of this Lease even though the Lease Term of any Equipment under this Lease has not yet commenced. The indemnities contained in this section shall continue in full force and effect notwithstanding the expiration or other termination of this Lease and shall be payable on demand.

39. **WAIVERS.** To the extent permitted by law or statute and to the extent the same extends to and relates to the Lease as amended or renewed or any collateral security thereto, Lessee hereby waives the benefit of all provisions of any applicable statutes and regulations made thereunder in any and all provinces of Canada, which would in any manner, affect, restrict, or limit the rights of Lessor hereunder including, without limiting the generality of the foregoing, all of its rights, benefits and protection given or afforded to it by the provisions of *The Limitation of Civil Rights Act (Saskatchewan)*, the *Sale of Goods Act (British Columbia)* and the *Law of Property Act of Alberta* and any amendments thereto. Lessee also waives and assigns to Lessor the right of any statutory exemption from execution or otherwise and further waives any right to demand security for costs in the event of litigation.

40. **FINANCIAL DATA AND OTHER INFORMATION.** Lessee will provide Lessor with financial data and information as Lessor may request from time to time, including, without limitation, (i) annually, within ninety (90) days of the end of each financial year of Lessee, Lessee shall deliver to Lessor a copy of Lessee's audited or unaudited financial statements (as required by Lessor) for each financial year of Lessee; and (ii) such updated information and/or additional supporting information as Lessor may require with respect to any or all the matters in Lessee's representation and warranty in section 22(f).

41. **WAIVER BY LESSOR.** Any failure by Lessor to object to or take action with respect to a breach of this Lease or upon the occurrence of an Event of Default shall not constitute a waiver of Lessor's right to take action at a later date on that breach. No course of conduct by Lessor will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Lease or Lessor's rights hereunder.

42. **PRE-AUTHORIZED PAYMENTS.** If Lessee has completed the Pre-Authorized Debit (PAD) Agreement (attached hereto as Schedule 2) which forms part of this Lease, Lessee warrants on a continuing basis that all persons whose signatures are required to sign on the specified PAD account have signed the authorization. Lessee will notify Lessor in writing of any changes in the account information.

43. **ADDITIONAL COLLATERAL SECURITY.** As a general and continuing collateral security for the payment and performance of all present and future debts, obligations and liabilities of the Lessee to Lessor and any of its affiliates from time to time, Lessee hereby grants a continuing security interest in, and charges and hypothecates all its right, title and interest in and to any equipment and assets now or hereafter leased to, or sold to, the Lessee by the Lessor, together with all proceeds thereof of whatever nature and kind howsoever arising. The Lessee acknowledges that the security interest granted hereby attaches upon the execution of this Lease and that value has been given. A security interest in any after acquired property included in the collateral in which a security interest is granted hereunder attaches to that property on the acquisition of rights therein by the Lessee.

44. **ELECTRONIC COMMUNICATIONS.** Any electronic communication between Lessee and Lessor will take place according to the provisions of this section. The term "electronic communication" means any communication of instructions or information whether by telephone, internet, telex, tape, disk, wire or other means of telecommunication or electronic transmission, including a facsimile transmission. Lessor will consider any electronic communication received from Lessee or in Lessee's name, or from Lessee's premises or equipment, to be duly authorized by Lessee and binding on Lessee. Lessee authorizes Lessor to rely and act on any such communication. If the communication is by facsimile transmission, Lessor will be entitled to act upon any signature purporting to be Lessee's signature or that of Lessee's authorized signing officer, if Lessor tries to verify the signature on a facsimile transmission or the validity of any instructions electronically communicated (although Lessor is not obligated to do so) and is unable to do so to Lessor's satisfaction, Lessor may delay in acting on or refuse to act on such instructions. Lessee agrees that Lessor's records regarding any electronic communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. Lessor's records will be conclusive proof of the existence, content and accuracy of the electronic communication.

45. **CUSTOMER RESOLUTION PROCESS.** If Lessee has a problem or concern, Lessee may contact Lessor toll free at 1-800-223-6608, by email at

[customer.service@td.com](mailto:customer.service@td.com) or Lessee may visit Lessor at 2020 Winston Park Drive, Suite 301, Oakville, Ontario L6H 6X7 For a more detailed overview of Lessors' complaint process visit [www.td.com](http://www.td.com). Financial Consumer Agency of Canada (FCAC) – If Lessee has a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, Lessee can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at [www.fcac-adc.gc.ca](http://www.fcac-adc.gc.ca). Please note that the FCAC does not become involved in matters of redress or compensation.

46. **TIME.** Time is of the essence of this Lease.

47. **MISCELLANEOUS.** This Lease constitutes the entire agreement between the parties with respect to the Equipment. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, oral or written, express or implied, collateral, statutory or otherwise, relating to the Equipment except as herein provided. Any modification, amendment, change or alteration to the terms of this Lease shall not be effective and binding on Lessor unless the same is in writing and signed by Lessor. No term, covenant or condition of this Lease can be waived except by written consent of Lessor. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. Provisions of this Lease, which contravene the applicable law of any jurisdiction, are severable and void to such extent. Lessee acknowledges executing and receiving a fully executed copy of this Lease. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Lease and Lessor shall be entitled to unilaterally correct the same. Lessee confirms that, except as permitted by Lessor, this Lease shall not be entered into on behalf of or for the benefit of any third party. This Lease shall apply to and bind Lessee's heirs, executors, administrators, successors and permitted assigns and shall enure to the benefit of Lessor.

## SCHEDULE "B"

### Lease Amendment

This amendment agreement between BOSS LOGO PRINT & GRAPHICS INC ("Lessee") and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("Lessor") is dated July 4<sup>th</sup>, 2017 (this "Amendment") and amends Lease Agreement No. 26043 dated July 4<sup>th</sup>, 2017 between Lessee and Lessor (the "Lease").

**SECTION 1.** Interpretation. Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Lease.

**SECTION 2.** Amendment to the Lease. Effective as of the date hereof:

(a) Clause 5 (Extension of Lease Term) of the Lease, is hereby deleted in its entirety and replaced with the following:

"5. **OPTION TO PURCHASE/EXTENSION OF LEASE TERM.** Provided Lessee is not in default of any of the terms or conditions of this Lease, then Lessee will elect one of the options set out below. Lessee will give Lessor written notice at least sixty (60) days but not more than ninety (90) days prior to the Purchase Date of the option it intends to exercise. Lessee will:

(a) purchase the Equipment on an "as is, where is" basis, without warranties or representations whatever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, on July 15th, 2022 (the "Purchase Date") for a purchase price of \$257,253.09 (the "Purchase Price"), which is the estimated fair market value of the Equipment as at the Purchase Date, plus all amounts due or owing under the Lease and all applicable taxes. After receipt of such notice, Lessor shall invoice Lessee for the Purchase Price plus all applicable taxes and all amounts outstanding under the Lease. On the Purchase Date and upon receipt of payment in full, Lessor shall pass title to the Equipment to the Lessee; or

(b) allow a third party acceptable to Lessor, who has agreed with Lessor prior to the end of the Lease Term, to purchase the Equipment on an "as is, where is" basis, without warranties or representations whatever, either express or implied, statutory or otherwise, as to the durability, quality, workmanship, design, merchantability, suitability or condition of the Equipment, or fitness of the Equipment for any particular purpose, on the Purchase Date, for a purchase price of \$257,253.09 which is the estimated fair market value of the Equipment as at the Purchase Date, plus all applicable taxes. On the Purchase Date and upon receipt of payment in full, Lessor shall pass title to the Equipment to such third party; or

(c) upon completion of the Lease Term, lease the Equipment for an additional period commencing July 15th, 2022, subject to (i) credit approval by Lessor; and (ii) the execution of a new lease agreement or Lease extension agreement in each case in form and substance acceptable to Lessor.

If Lessee fails to elect option (a) or option (b) above, Lessee shall be deemed to have elected option (c). Notwithstanding the foregoing, should (i) Lessor not approve the credit for a new lease agreement, or (ii) Lessee fail to agree to the terms of such new lease agreement, in each case thirty (30) days prior to the Purchase Date, then Lessee shall be deemed to have elected option (a) above. For the purposes of the Lease, the reference to "residual value" in section 19 (Loss and Damage) (b) (ii) and section 24 (Remedies Upon Default) (ii), shall mean the Purchase Price amount specified under this section 5(a)"; and

(b) Clause 6 of the Lease is hereby deleted in its entirety and replaced with the words "Intentionally Deleted".

**SECTION 3.** Reference to and Effect on the Lease.

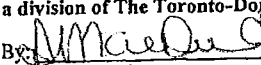
(a) On and after the effectiveness of this Amendment, each reference in the Lease to "the Lease Agreement", "the Lease", "hereunder", "hereof", "thereunder", "thereof" or words of like import referring to the Lease, shall mean and be a reference to the Lease as amended by this Amendment.

(b) The Lease, as specifically amended by this Amendment is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

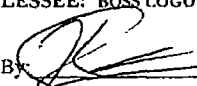
(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Lessor under the Lease, nor constitute a waiver of any provision of the Lease.

**SECTION 4.** Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the jurisdiction in which the Equipment is located.

**LESSOR: TD Equipment Finance Canada,**  
a division of The Toronto-Dominion Bank

By:   
Name/Title: Alan Macdonald

**LESSEE: BOSS LOGO PRINT & GRAPHICS INC**

By:   
Name/Title: KAPIL SUNAL / CEO

**SCHEDULE 1**  
**Delivery and Acceptance Certificate**

**TO: TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank**

**RE: Lease Agreement Number 28043 between BOSS LOGO PRINT & GRAPHICS INC as Lessee and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank as Lessor dated July 4th, 2017 (the "Lease")**

Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed thereto in the Lease.

Lessee represents, warrants and acknowledges that:

1. All Equipment described in the Lease between Lessor and Lessee has been delivered to Lessee;
2. Lessee has fully inspected the Equipment and the Equipment has been received in good condition, installed, and has been prepared and is operating satisfactorily for its intended purpose and in accordance with the supplier's or manufacturer's specifications;
3. Lessee has accepted the Equipment;
4. Lessee is aware of and understands the terms of the Lease, and, in particular that the Lease is non-cancellable;
5. Lessor is not the manufacturer or supplier of the Equipment nor is it an agent of the same and Lessor has not made any representations or warranties with respect to the Equipment;
6. Lessee will not make any claims whatsoever against Lessor if, at any time, the Equipment is not satisfactory to Lessee;
7. In reliance upon this Certificate, Lessor will pay the applicable supplier(s) for such Equipment;
8. Lessee's obligations commence as of the Lease Commencement Date as set out on the face of the Lease and it is obligated to pay each of the Rental Payments, including applicable taxes, to Lessor without any setoff or abatement and as stipulated in the Lease.

Dated this 4 day of July, 2017


LESSEE: BOSS LOGO PRINT & GRAPHICS INC

Per: 

Name/Title: KAPIL SUNAK / CEO

# Tab E

Attached is Exhibit "E" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
\_\_\_\_\_  
A Commissioner, etc.  
SHAKIRA JOHN



TD Equipment Finance Canada, a division of The Toronto-Dominion Bank  
 2020 Winston Park Drive, Suite 301  
 Oakville, ON L6H 6X7  
 Phone: 905-403-4770 Fax: 905-403-4771

**LOAN AGREEMENT #17003460**

**Date:** October 12, 2017

**Lender:** TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TD Equipment Finance")

**Borrower:** BOSS LOGO PRINT & GRAPHICS INC (the "Borrower")

**Borrower's Address:** 3115 14TH AVE UNIT 57  
MARKHAM ON L3R 0H1

**Credit Limit:** The borrowings not to exceed: One hundred twenty thousand four hundred sixty-one dollars (\$120,461.00) DOLLARS

**Type of Credit and Borrowing Options:** Equipment Financing Term Facility available by way of a Fixed Rate Term Loan in Canadian Dollars

**Term:** 36 months from the date of drawdown

**Amortization:** 3 years

**Interest Rate:** Fixed Rate - 4.54% per annum

**Administration Fee:** The Borrower has paid or will pay prior to a drawdown hereunder a non-refundable administration fee of \$550.00

**Guarantor(s), if applicable:**

**Drawdown:** One time drawdown prior to October 26, 2017. Amounts repaid may not be redrawn.

**Repayment:** Interest shall be computed from the day of the drawdown. The principal and interest shall be repaid in Thirty-six (36) equal blended Monthly payments of Three thousand five hundred eighty-five dollars and fifty-three cents (\$3,585.53) dollars commencing on the 15<sup>th</sup> day of November, 2017 and continuing on a Monthly basis period thereafter. The balance, if any, of the principal and interest shall be paid on or before the last day of the Term period. Each installment shall be applied first in payment of interest and the balance, if any, shall be applied in reduction of principal.

**No Prepayment:** Except as expressly provided for herein, or as otherwise agreed to by TD Equipment Finance in writing (and on terms and conditions set by TD Equipment Finance in its sole and absolute discretion), the Borrower shall have no right to prepay the outstanding principal in whole or in part during the Term.

**Security:** The following documentation ("Security") shall be provided and shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower to TD Equipment Finance, shall be registered in first position, and shall be on TD Equipment Finance's standard form, supported by resolutions and Solicitor's Letter of Opinion, if required, all acceptable to TD Equipment Finance:

- Security Agreement for Specified Assets ("Security Agreement")
- Sublease Addendum (if applicable)
- Postponement of Shareholders Loans (if applicable)

Such other security as may be reasonably required by TD Equipment Finance and its legal counsel.

**Disbursement Conditions:** The obligation of TD Equipment Finance to permit the drawdown hereunder is subject to the following Disbursement Conditions:  
 TD Equipment Finance shall have received the following documents which shall be in form and substance satisfactory to TD Equipment Finance:

- Duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Loan Agreement;
- Duly executed original copies of all required Security
- Duly executed copy of this Loan Agreement;
- Executed Letter of Direction re disbursement of the drawdown;
- Pre-Authorized Debit (PAD) Agreement
- Confirmation of Insurance of PL/PD coverage with TD Equipment Finance noted as loss payee;
- Confirmation that all Collateral (as defined in the Security Agreement for Specified Assets) to be domiciled in Canada
- Delivery and Acceptance Certificate
- Confirmation of PPSA/RDPRM registration
- Subordination/Priorities Agreements or Postponement on specific equipment (if applicable)
- Confirmation that all applicable taxes to be paid up front by Borrower
- A copy of the Borrower's most recent quarterly financial statements, TD Equipment Finance credit review of Collateral to confirm satisfactory including copy of invoice, full description of Collateral and amortization schedule based on proposed Collateral.
- Any additional security as required by TD Equipment Finance

The representations and warranties contained in the Security Agreement for Specified Assets are true and correct.

TD Equipment Finance may accelerate the payment of principal and interest under this Loan Agreement, at any time after the occurrence of any one of the following Events of Default:

- a) Non-payment of principal outstanding under this Loan Agreement when due or non-payment of interest or fees outstanding under this Loan Agreement within 3 Business Days of when due.
- b) If there is a breach or non-performance or non-observance of any term or condition of this Loan Agreement

or the Security and, if such default is capable of being remedied, the default continues unremedied for 5 Business Days after the occurrence.

- c) If the Borrower makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower or if the Borrower is insolvent or declared bankrupt.
- d) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money entered into by the Borrower.
- e) If the Security is not enforceable or if any party to the Security shall dispute or deny any liability or any of its obligations under the Security.

"Business Day" means any day (other than a Saturday or Sunday) that TD Equipment Finance is open for business.

#### Collection Charges and Interest:

Should the Borrower fail to pay when due the whole or any part of any payments or any other sum owed by Lender under this Loan Agreement, the Borrower shall pay to TD Equipment Finance in addition thereto, a collection charge equal to the greater of ten dollars (\$10.00) for each month or part thereof for which said payment or other sum shall be overdue, or the interest on any and all overdue payments and amounts in default from date thereof until paid in full at the rate of eighteen percent (18%) per annum (or such other rate as may be notified to the Borrower from time to time) calculated and compounded monthly. Such collection charges shall be due and payable on demand. TD Equipment Finance shall have the right to deduct such collection charges and interest from any payment received before crediting the balance of such payment to the debt owed by the Borrower, other overdue payments and amounts in default. The Borrower further agrees to pay to TD Equipment Finance a fee for cheques returned due to non-sufficient funds or other reasons (an "NSF Cheque") to reimburse TD Equipment Finance for its time and expense incurred with respect to an NSF Cheque. Such NSF charge shall be \$48.00 (which amount is subject to change at the sole discretion of TD Equipment Finance). If any provision of this Loan Agreement would obligate the Borrower to make any payment of interest or other amount payable to TD Equipment Finance in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by TD Equipment Finance of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by TD Equipment Finance of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

- (1) firstly, by reducing the amount or rate of interest required to be paid to TD Equipment Finance under this Loan Agreement, and
- (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to TD Equipment Finance which would constitute "interest" for purposes of Section 347 of the Criminal Code (Canada).

#### Acceleration

If TD Equipment Finance accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to TD Equipment Finance all amounts outstanding hereunder.

#### Evidence of Indebtedness

TD Equipment Finance shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to TD Equipment Finance under this Loan Agreement. TD Equipment Finance's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to TD Equipment Finance pursuant to this Loan Agreement.

#### Information Attestation

All information that the Borrower has provided to TD Equipment Finance respecting, where applicable:

- (i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
- (ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
- (iii) the Borrower's ownership, control and structure,

is accurate and complete.

TD Equipment Finance reserves the right to request from the Borrower updated information and/or additional supporting information.

#### Assignment

TD Equipment Finance may assign or grant participation in all or part of this Loan Agreement or in any loan made hereunder without notice to and without the Borrower's consent. The Borrower may not assign or transfer all or any part of its rights or obligations under this Loan Agreement.

#### Expenses

Borrower shall pay TD Equipment Finance all reasonable fees including but not limited to all reasonable legal and documentation fees and expenses incurred by TD Equipment Finance in establishing, completing its due diligence, documenting and monitoring the loan as well as the expenses of TD Equipment Finance in connection with the enforcement of its rights under this Loan Agreement whether or not the final loan and security documentation are executed or any amounts are advanced.

#### Consent to the Collection, Use and/or Disclosure of Information - Individuals

In this section, "you" means: (i) any individual, or that individual's authorized representative, who is the Borrower; (ii) any individual who is a partner of the Borrower; and (iii) the signing authorities, as identified to us, of the Borrower. In this section and in the section, "Consent to the Collection and/or Disclosure of Information - Business Customer (other than an Individual)" below, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, including TD Equipment Finance, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means financial, personal and other details about you, that you provide to us and we obtain from others outside our organization, including through the products and services that are provided by us to the Borrower. You agree that, at the time you request to begin a relationship with us and during the course of your relationship with us, we may share your Information with our world-wide affiliates, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available online at td.com, including for, but not limited to, the purposes of identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or other

electronic means, and automatic dialing-announcing device, at the numbers you have provided to us, or by ATM, internet, mail, email and other methods. To understand how you can withdraw your consent, refer to the "Marketing Purposes" section of the Privacy Agreement or contact us at 1-866-567-8888. If:

- a) there are changes to the signing authorities of the Borrower; or
- b) at the time of entering into this Loan Agreement, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of TD; or
- c) at the time of entering into this Loan Agreement the Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of TD;

then the Borrower, agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available online at td.com. The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, b) and c) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of \$75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

**Consent to the Collection and/or Disclosure of Information – Business Customer (other than an Individual)**

In this section, "you" means the business customer that is not an individual. In addition to any rights TD may have regarding the collection and disclosure of your information, you authorize TD to obtain information about you from, and disclose information about you to, our world-wide affiliates, other lenders, credit reporting or credit rating agencies, credit bureaus and any supplier, agent or other party that performs services for you or on TD's behalf.

**Customer Resolution Process**

If the Borrower has a problem or concern the Borrower may contact TD Equipment Finance toll free at 1-800-263-3216, by email at tdefcacs@td.com or the Borrower may visit TD Equipment Finance at 2020 Winston Park Drive, Suite 301, Oakville, Ontario L6H 6X7. For a more detailed overview of TD Equipment Finance's complaint process visit [www.td.com](http://www.td.com). Financial Consumer Agency of Canada (FCAC) – If the Borrower has a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the Borrower can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca). Please note that the FCAC does not become involved in matters of redress or compensation.

**English Language**

The parties hereto confirm their express wish that this Loan Agreement as well as all other documents related hereto, including schedules and notices, be drawn up in the English language only; les parties aux présentes confirment leur volonté expresse de voir la présente entente de prêt de même que tous les documents, y compris tous les annexes et avis, s'y rattachant, rédigés en langue anglaise seulement.

We trust you will find this credit facility helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing, please do so by signing and returning this Loan Agreement to the undersigned. This offer will expire if not accepted in writing and received by TD Equipment Finance on or before October 26, 2017.

Yours truly,  
TD Equipment Finance Canada, a division of  
The Toronto-Dominion Bank

Per: \_\_\_\_\_

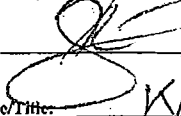
Name/Title: Jennifer Smith  
Manager Business Banking



TO: TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

The Borrower hereby accepts the foregoing offer this 12<sup>th</sup> day Oct, 2017. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

(Borrower): BOSS LOGO PRINT & GRAPHICS INC

Per:  Per: \_\_\_\_\_  
Name/Title: KAPIL SUNAK Name/Title: \_\_\_\_\_

cc. Guarantor(s)

TD Equipment Finance is providing the guarantor(s) with a copy of this Loan Agreement as a courtesy only. The delivery of a copy of this Loan Agreement does not create any obligation on TD Equipment Finance to provide the guarantor(s) with notice of any changes to the credit facility(ies), including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facility(ies), the establishment of new credit facilities or otherwise. TD Equipment Finance may, or may not, at its option, provide the guarantor(s) with such information, provided that TD Equipment Finance will provide such information upon the written request of the guarantor.

Letter of Direction

Attached to and forming an integral part of Loan Agreement

#17003460 dated October 12, 2017

TO: TD EQUIPMENT FINANCE CANADA, a division of The Toronto-Dominion Bank ("TD Equipment Finance")

FROM: BOSS LOGO PRINT & GRAPHICS INC ("Borrower")

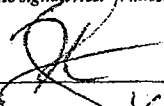
RE: Direction to Pay \$120,461.00 (the "Advance")

To: Boss Logo Print & Graphics Inc. ("Vendor") \$107,517.63\* (the "Advance")

To: B&R Moll Inc. ("Vendor") \$12,943.37\*\* (the "Advance")

TD Equipment Finance is hereby irrevocably authorized and directed to pay the Advance to Vendor and this shall be TD Equipment Finance's good and sufficient authority for doing so.

\*Amount reimbursed to client will change based on Finalized FX. \*\*\$10,112.01 USD to be paid based on assumed FX of 1.28. To be adjusted at time of funding if required. This direction shall be your good and sufficient authority for so doing.

|  |                   |                        |
|--|-------------------|------------------------|
| BOSS LOGO PRINT & GRAPHICS INC   |                   | Date: October 12, 2017 |
| Borrower's Name  |                   |                        |
| The undersigned affirms that he/she/they is/are duly authorized to execute this Letter of Direction on behalf of Borrower. (Borrower must determine the required number of corporate signatories. Witnesses are mandatory if the Borrower is an individual.) |                   |                        |
| By:    | By: _____         |                        |
| Name/Title: KAPIL SUNAK  | Name/Title: _____ |                        |

Witness (if the Borrower is an individual):

Signature: \_\_\_\_\_

Name/Address of Witness: \_\_\_\_\_



Foreign Exchange Addendum

This Foreign Exchange Addendum is attached to and forms part of Agreement #17003460 dated October 12, 2017 (the "Agreement") between BOSS LOGO PRINT & GRAPHICS INC (the "Customer") and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank ("TDEF").

For good and valuable consideration, the parties hereto agree as follows:

If in connection with the Agreement, TDEF pays for equipment or makes an advance in any currency other than Canadian dollars, the Customer acknowledges and agrees that the required periodic rent or loan payments under the Agreement are estimates only based upon an estimated rate of exchange of 1.28 Canadian dollars to one (1.00) US Dollar.

The Customer acknowledges that the actual rate of exchange at the time of the adjustment may differ from the above rate. Accordingly, the required periodic rent or loan payments under the Agreement will be adjusted upwards or downwards, as the case may be and in the same proportion to any increase or decrease in such rate of exchange as at the date on which TDEF pays for such equipment or makes an advance in the case of a loan. TDEF is hereby expressly authorized to make all such adjustments to the Agreement (including adjusting the required periodic rent or loan payments) as may be necessary to reflect any such change in the rate of exchange.

TDEF will provide notice to the Customer of such changes including the new required periodic rent or loan payment under the Agreement.

In the event that TDEF purchases foreign currency as aforesaid or TDEF enters into a foreign exchange contract for such purposes and such foreign currency is not for any reason required by the Customer, it shall forthwith, upon demand, pay to TDEF the amount of any net loss or expense incurred by TDEF as a result of or in connection with the resale or disposition of such currency or the termination of such foreign exchange contract. TDEF shall refund any net surplus or profit to the Customer.

Agreed and acknowledged this 12<sup>th</sup> day of October, 2017.

TD Equipment Finance Canada, a division of The Toronto-Dominion Bank

Per \_\_\_\_\_  
Name/Title: Jennifer Smith  
Manager Business Banking

BOSS LOGO PRINT & GRAPHICS INC

Per \_\_\_\_\_  
Name/Title: KAPIL SUNAK

value of the Collateral;

- c. **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licenses, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to TD Equipment, when requested, the receipts and vouchers evidencing payment;
- d. **Payment of Fees and Expenses.** The Grantor will pay TD Equipment on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by TD Equipment in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to TD Equipment shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- e. **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of TD Equipment. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein;
- f. **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of TD Equipment; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds shall be received as trustee for TD Equipment and shall be held separate and apart from other money of the Grantor, and shall be paid over to TD Equipment upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as TD Equipment in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of TD Equipment may be released to the Grantor, all without prejudice to TD Equipment's rights against the Grantor. TD Equipment shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner TD Equipment may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as TD Equipment may reasonably request in connection therewith and for such purpose to grant to TD Equipment or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- g. **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at TD Equipment's request so as to indicate the Security Interest. The Grantor shall furnish to TD Equipment such financial information and statements and such information and statements relating to the Collateral as TD Equipment may from time to time require and shall permit TD Equipment or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any books and records to make them available, in a readable form, upon the request of TD Equipment;
- h. **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral without the express prior written consent of TD Equipment;
- i. **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to TD Equipment from time to time, with loss thereunder, payable to TD Equipment and shall furnish TD Equipment with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to TD Equipment that such insurance coverage is in effect;
- j. **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as TD Equipment may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and
- k. **Landlord Agreement.** The Grantor will, at the request of TD Equipment, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of TD Equipment and in form and substance satisfactory to TD Equipment, whereby such landlord agrees to give notice to TD Equipment of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of TD Equipment to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

#### **6. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND COVENANTS**

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by TD Equipment and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of TD Equipment and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

#### **7. PERFORMANCE OF COVENANTS BY TD EQUIPMENT**

- a. TD Equipment may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that TD Equipment will not be obligated to perform such covenant on behalf of the Grantor. The performance by TD Equipment of any such covenant shall not oblige TD Equipment to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of TD Equipment under this Agreement. The Grantor agrees to indemnify and to reimburse TD Equipment for all costs and expenses incurred by TD Equipment in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to TD Equipment on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- b. In holding any Collateral, TD Equipment and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. TD Equipment and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of TD Equipment or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

#### **8. DEALING WITH SECURITY INTEREST**

TD Equipment may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept

compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, debtors of the Grantor, sureties and others and with any of the Collateral and any other security as TD Equipment may see fit without prejudice to the liability of the Grantor or TD Equipment's right to hold and realize any of the Security Interest. TD Equipment shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by TD Equipment.

#### 9. EVENTS OF DEFAULT

Obligations not payable on demand shall, at the option of TD Equipment, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

- a. the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- b. the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and TD Equipment are parties;
- c. if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to TD Equipment to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to TD Equipment at or prior to the time of such execution;
- d. the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- e. a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- f. the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- g. an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- h. any indebtedness or liability of the Grantor, other than to TD Equipment, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- i. if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- j. an execution or any other process of any court shall become enforceable against the Grantor;
- k. if the Grantor is a partnership, the death of a partner; or
- l. any other event which causes TD Equipment, in good faith, to deem itself insecure;

and TD Equipment shall not be required to make any further advances or other extension of credit that constitutes an Obligation-

#### 10. REMEDIES

- a. Upon the occurrence of an event of default that has not been cured or waived, TD Equipment, in addition to any right or remedy otherwise provided herein or by law, will have the rights and remedies set out below, which may be enforced successively or concurrently:
  - i. to take such steps as TD Equipment considers desirable to maintain, preserve or protect the Collateral or its value;
  - ii. to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to TD Equipment at such place as may be specified by TD Equipment and TD Equipment will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
  - iii. to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral;
  - iv. to carry on or concur in carrying on all or any part of the business of the Grantor;
  - v. for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
  - vi. to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as TD Equipment requires to facilitate the preservation and realization of the Collateral, free of charge, and TD Equipment will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
  - vii. to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as TD Equipment may determine;
  - viii. to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
  - ix. if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
  - x. to make any arrangement or compromise which TD Equipment shall think expedient in the interests of TD Equipment;
  - xi. to appoint a consultant or monitor, at the Grantor's expense, to evaluate the value of the Collateral, and to review the options available to TD Equipment; and
  - xii. to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of TD Equipment or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- b. Any Receiver so appointed shall be deemed to be the agent of the Grantor and not TD Equipment, and the Grantor and not TD Equipment, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. TD Equipment shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- c. The Grantor agrees to pay all costs, charges and expenses incurred by TD Equipment or any Receiver appointed by TD Equipment, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of the Collateral

and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by TD Equipment or any Receiver appointed by TD Equipment, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.

- d. TD Equipment will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made as may be required by the PPSA.
- e. The Grantor appoints any officer or employee of TD Equipment to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- f. The Grantor authorizes TD Equipment to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as TD Equipment may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints TD Equipment and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by TD Equipment in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to TD Equipment forthwith on demand.

## 11. MISCELLANEOUS

- a. **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- b. **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against TD Equipment.
- c. **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby shall (i) extend to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to TD Equipment at the time of amalgamation and any "Obligations" of the amalgamated company to TD Equipment thereafter arising.
- d. **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- e. **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.
- f. **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige TD Equipment to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to TD Equipment.
- g. **Information.** TD Equipment may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from TD Equipment or anyone acting on behalf of TD Equipment.
- h. **Assignment.** TD Equipment may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of TD Equipment.
- i. **Amendment.** Subject to Section 10(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by TD Equipment will be deemed to result in an amendment of this Agreement.
- j. **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by TD Equipment and until TD Equipment shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- k. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- l. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Collateral is located.
- m. **Waiver by TD Equipment.** No delay or omission by TD Equipment in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, TD Equipment may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of TD Equipment will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or TD Equipment's rights hereunder. All rights and remedies of TD Equipment granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- n. **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by TD Equipment.
- o. **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and TD Equipment with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements,

express, implied or statutory, between the parties except as expressly set forth in this Agreement.

- p. **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- q. **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 12<sup>th</sup> day of October, 2017.

BOSS LOGO PRINT & GRAPHICS INC

Per: \_\_\_\_\_  
(authorized signature)

If individual is a Grantor

Signature: \_\_\_\_\_  
Print Legal Name:

Address of Grantor:

\_\_\_\_\_  
Witness as to execution  
Name/Address of Witness:

## SCHEDULE "A"

THE COLLATERAL IS NOW AND WILL HEREAFTER BE LOCATED AT THE FOLLOWING ADDRESS(ES) (include Street/Town/City/Province); (If the Collateral is customarily used in more than one location, list each location)

### LOCATION OF COLLATERAL

Equipment Location: 3115 14TH AVE UNIT 5 7, MARKHAM ON L3R 0H1

### DESCRIPTION OF COLLATERAL

| NEW/USED | YEAR | MAKE/MODEL                   | DESCRIPTION                                   | SERIAL NUMBER/VIN   |
|----------|------|------------------------------|---|---------------------|
| NEW      | 2017 | Various Scodix Machine Parts |   | NOT APPLICABLE      |
| USED     | 2003 | Moll Sprint Machine          | c/w 2000 Moll Dial A Stack Folder S/N: 191    | 172                 |
| USED     | 2015 | JZ-11568                     | Diecutter c/w all accessories and attachments | BOB BRAUSSE 1050 SE |



**DELIVERY ACKNOWLEDGEMENT**

**TO:** TD Equipment Finance Canada, a division of The Toronto-Dominion Bank  
2020 Winston Park Drive, Suite 301  
Oakville, ON L6H 6X7

**FROM:** BOSS LOGO PRINT & GRAPHICS INC (the "Grantor")  
3115 14TH AVE UNIT 57  
MARKHAM ON L3R 0H1

**RE:** Security Agreement of Specified Assets #17003460 dated the 12<sup>th</sup> day of October, 2017 (the "Security Agreement")

Grantor hereby acknowledges and confirms that the Collateral in the Security Agreement as set out in Invoice # various from vendor various dated various, was delivered to and accepted by us on:

OCT 3<sup>rd</sup>, 2017

Acknowledged and confirmed this 12<sup>th</sup> day of OCT, 2017

Grantor:

BOSS LOGO PRINT & GRAPHICS INC

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

# Tab F

Attached is Exhibit "F" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
A Commissioner, etc.  
SHAKIRA JEAN



## General Security Agreement

TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: 2300 Steeles Avenue West, 2nd floor, Vaughan, Ontario L4K 5X6 - Branch # 1485

Granted By: BOSS LOGO PRINT & GRAPHICS INC.

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

### I. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

- (a) **Intangibles.** All intangible property not otherwise described in this Section 1, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

- (k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

## 2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

## 3. Definitions

- (a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".
- (b) The following terms shall have the respective meanings set out below:

*"Branch of the Bank"* means the branch of the Bank located at the address specified above.

*"Business Day"* means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

*"Control Agreement"* means:

- (a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and
- (b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

*"Person"* means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

## 4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

- (b) **Location of Collateral.** The Collateral which is goods is or will be located at the address set out on the signature page of this Agreement or at the locations specified in Schedule "A" hereto or such other locations as have been agreed to by the Bank in writing, except for (i) goods in transit to such locations and (ii) Inventory on lease or consignment, but including all fixtures, crops, oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral;
- (c) **Collateral Free and Clear.** The Collateral (other than Real Property) is the sole property of the Grantor free and clear of all security interests, liens, charges, mortgages, hypothecs, leases, licenses, infringements by third parties, encumbrances, statutory liens or trusts, other adverse claims or interests, or any rights of others, except for those security interests which are expressly approved by the Bank in writing prior to their creation or assumption;
- (d) **Amount of Accounts.** Each Account and Book Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Grantor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount unconditionally owing by such Account Debtor or Account Debtors, and no Account Debtor will have any defence, set-off, claim or counterclaim against the Grantor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise;
- (e) **Status and Binding Obligation.** The Grantor (i) if a corporation or company, has been duly incorporated, amalgamated or continued, as the case may be, and is validly existing as a corporation or company, as the case may be, under the laws of its jurisdiction of incorporation, amalgamation or continuance, as the case may be, (ii) if not a corporation or company, has been duly created or established as a partnership, limited partnership or other entity and validly exists under the laws of the jurisdiction in which it has been created or established, and (iii) is duly qualified to carry on business and own property in each jurisdiction where it carries on business or where any of its property is located. The Grantor has adequate power, capacity and authority to carry on its business, own property, borrow monies and enter into agreements therefor, execute and deliver this Agreement, and perform its obligations under this Agreement, which Agreement constitutes a legally valid and binding obligation of the Grantor enforceable in accordance with its terms. The making of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Grantor pursuant to any agreement, indenture or other instrument to which the Grantor is a party or by which the Grantor or any of its property may be bound or affected; and
- (f) **Intellectual Property.** All intellectual property applications and registrations are valid, subsisting, unexpired, enforceable, in good standing and have not been abandoned and the Grantor is the owner of the applications and registrations.

## 5. Covenants

The Grantor covenants and agrees with the Bank that:

- (a) **Place of Business and Location of Collateral.** The Grantor shall not change its name or the location of its Head Office, amalgamate with any other Person, or move any of the Collateral from the address set out on the signature page of this Agreement or the locations specified in Schedule "A" hereto other than in accordance with clause 5(g), without the prior written consent of the Bank;
- (b) **Notification.** The Grantor shall notify the Bank promptly of: (i) any change in the information contained herein or in Schedule "A" hereto relating to the Grantor, the Grantor's business or Collateral; (ii) the details of any significant acquisition of Collateral; (iii) the details of any claims or litigation affecting the Grantor or the Collateral and will furnish the Bank with copies of the details of such claims or litigation; (iv) any loss or damage to Collateral or any material adverse change in the value of Collateral; and (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral;
- (c) **Performance of Obligations.** The Grantor shall observe and perform all its obligations under all material leases, licenses, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances in a proper and efficient manner so as to preserve and protect the Collateral and the business and undertaking of the Grantor in all material respects. The Grantor shall also pay all rents, taxes, rates, levies, assessments and government fees or dues levied, assessed or imposed in respect of the Collateral and other charges or any part thereof as and when the same become due and payable, and shall provide to the Bank, when requested, the receipts and vouchers evidencing payment;
- (d) **Limitations on Discounts, Extensions of Accounts and Compromises.** The Grantor shall not grant any extension of time for payment of any Accounts or Book Debts, or compromise, compound or settle any Accounts or Book Debts for less than the full amount, or release, wholly or partially, any Person liable for the payment of any Accounts or Book Debts, or allow any credit or discount of any Account or Book Debt, other than in the ordinary course of business of the Grantor and consistent with industry practices;

- (e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

- (l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

#### 6. Survival of Representations and Warranties and Covenants

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

#### 7. Performance of Covenants by The Bank

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

#### 8. Securities, Investment Property

If Collateral at any time includes Securities, the Grantor authorizes the Bank to transfer all or any of such Securities into its own name or that of its nominee(s) so that the Bank or its nominee(s) may appear on record as the sole owner thereof; provided that, until default, the Bank shall deliver promptly to the Grantor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Grantor or its order a proxy to vote and take all action with respect to such Securities. After default, the Grantor waives all rights to receive any notices or communications received by the Bank or its nominee(s) as such registered owner and agrees that no proxy issued by the Bank to the Grantor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

- (a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and
- (b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

#### 9. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.



## 10. Deposits and Credit Balances

Without limiting any other rights or remedies of the Bank, the Bank may, without notice to the Grantor or any other Person, any notice being expressly waived by the Grantor, set-off and apply all or any of the amounts standing to or for the credit of the Grantor at the Bank or any of the Bank's affiliates, in any currency, against and on account of all or any part of the Obligations, all as the Bank may see fit, whether or not the Obligations or the amounts standing to or for the credit of the Grantor are due and payable. The Bank is authorized and shall be entitled to make such debits, credits, correcting entries, and other entries to the Grantor's accounts and the Bank's records relating to the Grantor as the Bank regards as desirable in order to give effect to the Bank's rights hereunder and the Grantor agrees to be bound by such entries absent manifest error. When applying a deposit or other obligation in a different currency than the Obligations to the Obligations, the Bank will convert the deposit or other obligation to the currency of the Obligations using the rate of exchange for the conversion of such currency as determined by the Bank or its agents and the Bank or its agent may earn revenue on such conversion.

## 11. Events of Default

Obligations not payable on demand shall, at the option of the Bank, become immediately due and payable upon the occurrence of one or more of the following events (each, an "event of default"):

- (a) the Grantor fails to pay when due, whether by acceleration or otherwise, any of the Obligations;
- (b) the Grantor fails to perform any provision of this Agreement or of any other agreement to which the Grantor and the Bank are parties;
- (c) if any certificate, statement, representation, warranty, audit report or financial statement heretofore or hereafter furnished by or on behalf of the Grantor pursuant to or in connection with this Agreement, or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Grantor, is shown to have been false in any material respect or to have omitted any material fact; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty, audit report or financial statement, which change shall not have been disclosed to the Bank at or prior to the time of such execution;
- (d) the Grantor ceases or threatens to cease to carry on business, commits an act of bankruptcy, becomes insolvent, proceedings or other actions are taken by or against the Grantor under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation whether in Canada or elsewhere, or the Grantor transfers all or substantially all of its assets to another Person;
- (e) a receiver, trustee, custodian or other similar official is appointed in respect of the Grantor or any of the Grantor's property;
- (f) the institution by or against the Grantor of any formal or informal proceeding for the dissolution or liquidation or settlement of claims against or winding up of affairs of the Grantor;
- (g) an encumbrancer takes possession of any of the Collateral or any process of execution or distress is levied or enforced upon or against any of the Collateral;
- (h) any indebtedness or liability of the Grantor, other than to the Bank, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or the Grantor fails to make payment when due under any guarantee given by the Grantor;
- (i) if the Grantor is an individual, the Grantor dies or is found by a court to be incapable of managing his or her affairs;
- (j) an execution or any other process of any court shall become enforceable against the Grantor;
- (k) if the Grantor is a partnership, the death of a partner; or
- (l) any other event which causes the Bank, in good faith, to deem itself insecure;

and the Bank shall not be required to make any further advances or other extension of credit that constitutes an Obligation.

## 12. Remedies

- (a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:
  - (i) to take such steps as the Bank considers desirable to maintain, preserve or protect the Collateral or its value;

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
  - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
  - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
  - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
  - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
  - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
  - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
  - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
  - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
  - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
  - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- (f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

### 13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

### 14. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Grantor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 20 day of June, 2017.

**BOSS LOGO PRINT & GRAPHICS INC.**

Per: [Signature]  
(authorized signature) *I have the authority to bind the corporation*

Per: \_\_\_\_\_  
(authorized signature)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

3115 14th Avenue, Unit 7, Markham, Ontario L3R 0H1

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

[Address of Grantor]

[Signature]

Witness as to execution

**SCHEDULE "A"**  
**DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS**

| QUANTITY | DESCRIPTION | SERIAL NUMBER |
|----------|-------------|---------------|
|----------|-------------|---------------|

**LOCATION OF COLLATERAL**

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

**SPECIFIED COLLATERAL (Ontario only)**

Quota/Licence No. \_\_\_\_\_ issued by \_\_\_\_\_ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

**Additional Covenants of Customer Applicable to Above Collateral:**

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.


RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

"RESOLVED THAT:

- (a) The President \_\_\_\_\_ and the \_\_\_\_\_ are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialled by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
  
- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of \_\_\_\_\_  
BOSS LOGO PRINT & GRAPHICS INC.  
on the 20 day of June, 2017 and that the said Resolution is now in full force and effect.

  
\_\_\_\_\_  
Secretary **KAPIL SUNAK** C/S

**Tab G**



Attached is Exhibit "G" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018



A Commissioner, etc.  
SHAKIRA JOAN



PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:50:23  
ACCOUNT : 009233-0001 FAMILY : 2 OF 11 ENQUIRY PAGE : 2 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 705527217 EXPIRY DATE : 28APR 2019 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20150428 1403 1462 3213 REG TYP: P PPSA REG PERIOD: 4  
02 IND DOB : IND NAME:  
03 BUS NAME: BOSS LOGO PRINT & GRAPHICS INC.

04 ADDRESS : 3115-14TH AVENUE, UNIT #6 OCN :  
CITY : MARKHAM PROV: ON POSTAL CODE: L3R0H1  
05 IND DOB : IND NAME:  
06 BUS NAME: OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED

09 ADDRESS : 6265 KENWAY DRIVE  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5T2L3  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X

YEAR MAKE MODEL V.I.N.

11  
12

GENERAL COLLATERAL DESCRIPTION

13 PREPRESS EQUIPMENT INCLUDING ALL SOFTWARE, LICENSES, STANDARD  
14 ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS

15

16 AGENT: HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED

17 ADDRESS : 6265 KENWAY DRIVE  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5T2L3

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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 2C REGISTRATION - SCREEN 1 13:50:26  
ACCOUNT : 009233-0001 FAMILY : 2 OF 11 ENQUIRY PAGE : 3 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

FILE NUMBER 705527217

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20150923 1401 1462 4748  
21 REFERENCE FILE NUMBER : 705527217  
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: BOSS LOGO PRINT & GRAPHICS INC.

25 OTHER CHANGE:

26 REASON: TO AMEND THE ADDRESS OF THE SECURED PARTY TO THE FOLLOWING NEW  
27 /DESCR: ADDRESS AT 5900 KEATON CRESCENT, MISSISSAUGA, ON, L5R 3K2

28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :  
HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED

09 ADDRESS : 5900 KEATON CRESCENT  
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5R3K2  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10  
11  
12  
13  
14  
15

16 NAME : HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED  
17 ADDRESS : 5900 KEATON CRESCENT  
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5R3K2

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:50:28  
ACCOUNT : 009233-0001 FAMILY : 3 OF 11 ENQUIRY PAGE : 4 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 717877863 EXPIRY DATE : 21JUN 2021 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20160621 1703 1462 5506 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: BOSS LOGO PRINT & GRAPHICS INC.

04 ADDRESS : 3115-14TH AVENUE, UNIT #6 OCN :  
CITY : MARKHAM PROV: ON POSTAL CODE: L3R0H1  
05 IND DOB : IND NAME:  
06 BUS NAME: OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :

HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED  
09 ADDRESS : 5900 KEATON CRESCENT  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5R3K2  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X  
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION  
13 PRE PRESS EQUIPMENT INCLUDING ALL SOFTWARE, LICENSES, STANDARD  
14 ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS  
15  
16 AGENT: HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED  
17 ADDRESS : 5900 KEATON CRESCENT  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5R3K2

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:50:31  
ACCOUNT : 009233-0001 FAMILY : 4 OF 11 ENQUIRY PAGE : 5 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 717877872 EXPIRY DATE : 21JUN 2021 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20160621 1703 1462 5507 REG TYP: P PPSA REG PERIOD: 5

02 IND DOB : IND NAME:  
03 BUS NAME: BOSS LOGO PRINT & GRAPHICS INC.

04 ADDRESS : 3115-14TH AVENUE, UNIT #6 OCN :  
CITY : MARKHAM PROV: ON POSTAL CODE: L3R0H1

05 IND DOB : IND NAME:  
06 BUS NAME:

07 ADDRESS : OCN :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED

09 ADDRESS : 5900 KEATON CRESCENT  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5R3K2  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X

11 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 PRE PRESS EQUIPMENT INCLUDING ALL SOFTWARE, LICENSES, STANDARD

14 ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS

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16 AGENT: HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED

17 ADDRESS : 5900 KEATON CRESCENT  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5R3K2



PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:50:36  
ACCOUNT : 009233-0001 FAMILY : 5 OF 11 ENQUIRY PAGE : 7 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 719281233 EXPIRY DATE : 04AUG 2019 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20160804 1437 1530 6291 REG TYP: REG PERIOD:  
02 IND DOB : IND NAME:  
03 BUS NAME: OCN :  
04 ADDRESS :  
CITY : PROV: POSTAL CODE:  
05 IND DOB : IND NAME:  
06 BUS NAME: OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:  
08 SECURED PARTY/LIEN CLAIMANT :  
MERCEDES-BENZ FINANCIAL  
09 ADDRESS : 2680 MATHESON BLVD. E, STE 500  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 0A5  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE MODEL V.I.N.  
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GENERAL COLLATERAL DESCRIPTION  
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16 AGENT:  
17 ADDRESS :  
CITY : PROV: POSTAL CODE:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:50:38  
ACCOUNT : 009233-0001 FAMILY : 6 OF 11 ENQUIRY PAGE : 8 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 722841687 EXPIRY DATE : 25NOV 2021 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20161125 1935 1531 1587 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: BOSS LOGO PRINT & GRAPHICS INC

OCN :  
04 ADDRESS : 951 DENISON ST UNIT 6  
CITY : MARKHAM PROV: ON POSTAL CODE: L3R 3W9  
05 IND DOB : 10JUL1976 IND NAME: KAPIL SUNAK  
06 BUS NAME:

OCN :  
07 ADDRESS : 3050 CONCESSION 8  
CITY : ASHBURN PROV: ON POSTAL CODE: L0B 1A0  
08 SECURED PARTY/LIEN CLAIMANT :

MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION  
09 ADDRESS : 2680 MATHESON BLVD. E, STE 500  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 0A5  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X 100706 21NOV2021  
YEAR MAKE MODEL V.I.N.  
11 2015 MERCEDES-BENZ GL350BT 4JGDF2EE8FA488905

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GENERAL COLLATERAL DESCRIPTION  
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16 AGENT: D+H LIMITED PARTNERSHIP  
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:50:41  
ACCOUNT : 009233-0001 FAMILY : 6 OF 11 ENQUIRY PAGE : 9 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 722841687 EXPIRY DATE : 25NOV 2021 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20161125 1935 1531 1587 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:  
03 BUS NAME: OCN :

04 ADDRESS :  
CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:  
06 BUS NAME: OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
MERCEDES-BENZ FINANCIAL

09 ADDRESS : 2680 MATHESON BLVD. E, STE 500  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 0A5

CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:50:43  
ACCOUNT : 009233-0001 FAMILY : 7 OF 11 ENQUIRY PAGE : 10 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 724380822 EXPIRY DATE : 26JAN 2021 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20170126 1410 1462 3020 REG TYP: P PPSA REG PERIOD: 4  
02 IND DOB : IND NAME:  
03 BUS NAME: BOSS LOGO PRINT & GRAPHICS INC.

OCN :  
04 ADDRESS : 3115-14TH STREET, UNIT 6  
CITY : MARKHAM PROV: ON POSTAL CODE: L3R0H1  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED

09 ADDRESS : 5900 KEATON CRESCENT  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5R3K2  
CONS. MV DATE OF OR NO FIXED

| GOODS | INVTRY.   | EQUIP | ACCTS | OTHER | INCL | AMOUNT | MATURITY | MAT DATE |
|-------|-----------|-------|-------|-------|------|--------|----------|----------|
| 10    |           | X     |       | X     |      |        |          | X        |
|       | YEAR MAKE |       |       | MODEL |      | V.I.N. |          |          |

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GENERAL COLLATERAL DESCRIPTION  
13 PRE PRESS EQUIPMENT INCLUDING ALL SOFTWARE, LICENSES, STANDARD  
14 ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS  
15  
16 AGENT: HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED  
17 ADDRESS : 5900 KEATON CRESCENT  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5R3K2

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:50:46  
ACCOUNT : 009233-0001 FAMILY : 8 OF 11 ENQUIRY PAGE : 11 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 725057424 EXPIRY DATE : 23FEB 2021 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 3 MV SCHEDULE ATTACHED :  
REG NUM : 20170223 1301 6005 3139 REG TYP: P PPSA REG PERIOD: 04  
02 IND DOB : IND NAME:  
03 BUS NAME: BOSS LOGO PRINT & GRAPHICS INC.

04 ADDRESS : 3115 14TH AVENUE, SUITE 6 OCN :  
CITY : MARKHAM PROV: ON POSTAL CODE: L3R 0H1  
05 IND DOB : IND NAME:  
06 BUS NAME:

07 ADDRESS : OCN :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
NATIONAL LEASING GROUP INC.

09 ADDRESS : 1525 BUFFALO PLACE  
CITY : WINNIPEG PROV: MB POSTAL CODE: R3T 1L9  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 ALL INDUSTRIAL PRINTING EQUIPMENT-DIGITAL MULTI MEDIA PRESS,  
14 ENTERPRISE FEEDER, STAND OF EVERY NATURE OR KIND DESCRIBED IN  
15 AGREEMENT NUMBER 2807186, BETWEEN PATHWAYS FINANCIAL SERVICES, AS  
16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:



PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/17/2018  
CCCL204                    DISPLAY 1C REGISTRATION - SCREEN 1                    13:50:48  
ACCOUNT : 009233-0001                    FAMILY : 8 OF 11                    ENQUIRY PAGE : 12 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 725057424    EXPIRY DATE : 23FEB 2021 STATUS :  
01 CAUTION FILING :                    PAGE : 002 OF 3                    MV SCHEDULE ATTACHED :  
   REG NUM : 20170223 1301 6005 3139 REG TYP:                    REG PERIOD:

02 IND DOB :                    IND NAME:  
03 BUS NAME:

OCN :

04 ADDRESS :  
   CITY :                    PROV:                    POSTAL CODE:

05 IND DOB :                    IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
   CITY :                    PROV:                    POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
   CITY :                    PROV:                    POSTAL CODE:  
   CONS.                    MV                    DATE OF OR NO FIXED  
   GOODS INVTRY. EQUIP ACCTS OTHER INCL    AMOUNT                    MATURITY                    MAT DATE

10                    YEAR MAKE                    MODEL                    V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS ASSIGNED  
14 BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS AMENDED FROM  
15 TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND  
16 AGENT:

17 ADDRESS :  
   CITY :                    PROV:                    POSTAL CODE:

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:50:51  
ACCOUNT : 009233-0001 FAMILY : 8 OF 11 ENQUIRY PAGE : 13 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 725057424 EXPIRY DATE : 23FEB 2021 STATUS :  
01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :  
REG NUM : 20170223 1301 6005 3139 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:  
03 BUS NAME:

OCN :

04 ADDRESS :  
CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 SUBSTITUTIONS.

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16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:



PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:50:53  
ACCOUNT : 009233-0001 FAMILY : 9 OF 11 ENQUIRY PAGE : 14 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 728731089 EXPIRY DATE : 14JUN 2022 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :  
REG NUM : 20170614 1304 1862 6909 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: BOSS LOGO PRINT & GRAPHICS INC. OCN : 1621519

04 ADDRESS : 3115 14TH AVENUE, SUITE #6  
CITY : MARKHAM PROV: ON POSTAL CODE: L3R 0N1  
05 IND DOB : IND NAME:  
06 BUS NAME: OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
THE TORONTO-DOMINION BANK

09 ADDRESS : TRANSIT #1485, 2300 STEELES AVENUE WEST,  
CITY : VAUGHAN PROV: ON POSTAL CODE: L4K 5X6

| CONS. | GOODS     | INVTY. | EQUIP | ACCTS | OTHER | INCL | AMOUNT | DATE OF  | OR | NO | FIXED    |
|-------|-----------|--------|-------|-------|-------|------|--------|----------|----|----|----------|
|       |           |        |       |       |       |      |        | MATURITY |    |    | MAT DATE |
| 10    | X         | X      | X     | X     | X     | X    |        |          |    |    | X        |
|       | YEAR MAKE |        |       |       | MODEL |      |        |          |    |    | V.I.N.   |

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GENERAL COLLATERAL DESCRIPTION  
13 GENERAL SECURITY AGREEMENT

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16 AGENT: BIANCHI PRESTA LLP  
17 ADDRESS : 9100 JANE ST., 3RD FLOOR, BUILDING A  
CITY : VAUGHAN PROV: ON POSTAL CODE: L4K 0A4

PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/17/2018  
CCCL204                    DISPLAY 1C REGISTRATION - SCREEN 1                    13:50:56  
ACCOUNT : 009233-0001                    FAMILY : 9 OF 11                    ENQUIRY PAGE : 15 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 728731089    EXPIRY DATE : 14JUN 2022 STATUS :  
01 CAUTION FILING :                    PAGE : 002 OF 002                    MV SCHEDULE ATTACHED :  
   REG NUM : 20170614 1304 1862 6909 REG TYP:                    REG PERIOD:

02 IND DOB :                    IND NAME:  
03 BUS NAME:

OCN :

04 ADDRESS :  
   CITY :                    PROV:                    POSTAL CODE:

05 IND DOB :                    IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
   CITY :                    PROV:                    POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : 2ND FLOOR, SUITE 200  
   CITY :

PROV:                    POSTAL CODE:

CONS.                    MV                    DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL    AMOUNT                    MATURITY                    MAT DATE

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :  
   CITY :                    PROV:                    POSTAL CODE:





PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 2C REGISTRATION - SCREEN 1 13:50:59  
ACCOUNT : 009233-0001 FAMILY : 9 OF 11 ENQUIRY PAGE : 16 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

FILE NUMBER 728731089

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 001 OF 1 MV SCHED: 20180607 0953 1793 1590  
21 REFERENCE FILE NUMBER : 728731089  
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: BOSS LOGO PRINT & GRAPHICS INC.

25 OTHER CHANGE:

26 REASON: AMENDED TO REMOVE THE ONTARIO CORPORATE NUMBER IN THE DEBTOR

27 /DESCR: DETAILS AND TO REMOVE THE GENERAL COLLATERAL DESCRIPTION IN

28 : REGISTRATION NO. 20170614 1304 1862 6909

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: BOSS LOGO PRINT & GRAPHICS INC.

OCN:

04/07 ADDRESS: 3115 14TH AVENUE, SUITE #6

CITY: MARKHAM

PROV: ON

POSTAL CODE: L3R0N1

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

PROV :

POSTAL CODE :

CONS.

MV

DATE OF

NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER

INCL

AMOUNT

MATURITY OR

MAT DATE

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16 NAME : AIRD & BERLIS LLP

17 ADDRESS : 181 BAY STREET, SUITE 1800, BOX# 754

CITY : TORONTO

PROV : ON

POSTAL CODE : M5J2T9

PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/17/2018  
CCCL204                    DISPLAY 1C REGISTRATION - SCREEN 1                    13:51:01  
ACCOUNT : 009233-0001                    FAMILY : 10 OF 11                    ENQUIRY PAGE : 17 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 729345249    EXPIRY DATE : 30JUN 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 01 OF 002                    MV SCHEDULE ATTACHED :  
REG NUM : 20170630 1409 1462 8464 REG TYP: P    PPSA    REG PERIOD: 8

02 IND DOB :                    IND NAME:  
03 BUS NAME: BOSS LOGO PRINT & GRAPHICS INC

OCN :

04 ADDRESS : 3115 14TH AVE UNIT 4-7  
CITY : MARKHAM                    PROV: ON                    POSTAL CODE: L3R0H1

05 IND DOB :                    IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
CITY :                    PROV:                    POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
THE TORONTO-DOMINION BANK

09 ADDRESS : 2020 WINSTON PARK DRIVE, SUITE 301  
CITY : OAKVILLE                    PROV: ON                    POSTAL CODE: L6H6X7

CONS.                    MV                    DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE                    MODEL                    V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK  
17 ADDRESS : 2020 WINSTON PARK DRIVE, SUITE 301  
CITY : OAKVILLE                    PROV: ON                    POSTAL CODE: L6H6X7

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/17/2018  
CCCL204                    DISPLAY 1C REGISTRATION - SCREEN 1                    13:51:04  
ACCOUNT : 009233-0001                    FAMILY : 10 OF 11                    ENQUIRY PAGE : 18 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 729345249    EXPIRY DATE : 30JUN 2025 STATUS :  
01 CAUTION FILING :                    PAGE : 02 OF 002                    MV SCHEDULE ATTACHED :  
REG NUM : 20170630 1409 1462 8464 REG TYP: P    PPSA    REG PERIOD: 8

02 IND DOB :                    IND NAME:  
03 BUS NAME:

OCN :

04 ADDRESS :  
CITY :                    PROV:                    POSTAL CODE:

05 IND DOB :                    IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
CITY :                    PROV:                    POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK

09 ADDRESS : 2020 WINSTON PARK DRIVE, SUITE 301  
CITY : OAKVILLE                    PROV: ON                    POSTAL CODE: L6H6X7  
CONS.                    MV                    DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL                    AMOUNT                    MATURITY                    MAT DATE

10                    YEAR MAKE                    MODEL                    V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK  
17 ADDRESS : 2020 WINSTON PARK DRIVE, SUITE 301  
CITY : OAKVILLE                    PROV: ON                    POSTAL CODE: L6H6X7

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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 2C REGISTRATION - SCREEN 1 13:51:06  
ACCOUNT : 009233-0001 FAMILY : 10 OF 11 ENQUIRY PAGE : 19 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

FILE NUMBER 729345249

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 001 OF 1 MV SCHED: 20180607 0957 1793 1592  
21 REFERENCE FILE NUMBER : 729345249  
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: BOSS LOGO PRINT & GRAPHICS INC

25 OTHER CHANGE:  
26 REASON: TO AMEND THE DEBTOR'S NAME TO INCLUDE THE "." AT THE END OF INC.  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE: BOSS LOGO PRINT & GRAPHICS INC.

OCN:

04/07 ADDRESS: 3115 14TH AVENUE, SUITE #6  
CITY: MARKHAM PROV: ON POSTAL CODE: L3R0H1  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : AIRD & BERLIS LLP  
17 ADDRESS : 181 BAY STREET, SUITE 1800, BOX# 754  
CITY : TORONTO PROV : ON POSTAL CODE : M5J2T9

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 09/17/2018  
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:51:09  
ACCOUNT : 009233-0001 FAMILY : 11 OF 11 ENQUIRY PAGE : 20 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 732888936 EXPIRY DATE : 13OCT 2021 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :  
REG NUM : 20171013 0805 1793 2243 REG TYP: P PPSA REG PERIOD: 4  
02 IND DOB : IND NAME:  
03 BUS NAME: BOSS LOGO PRINT & GRAPHICS INC.

OCN :  
04 ADDRESS : 3115 14TH AVE UNIT 5 7  
CITY : MARKHAM PROV: ON POSTAL CODE: L3R0H1  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
THE TORONTO-DOMINION BANK

09 ADDRESS : 2020 WINSTON PARK DRIVE 301  
CITY : OAKVILLE PROV: ON POSTAL CODE: L6H6X7  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X  
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK  
17 ADDRESS : 2020 WINSTON PARK DRIVE 301  
CITY : OAKVILLE PROV: ON POSTAL CODE: L6H6X7

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PSSME02                    PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM                    09/17/2018  
CCCL204                    DISPLAY 1C REGISTRATION - SCREEN 1                    13:51:11  
ACCOUNT : 009233-0001                    FAMILY : 11 OF 11                    ENQUIRY PAGE : 21 OF 21  
FILE CURRENCY : 16SEP 2018  
SEARCH : BD : BOSS LOGO PRINT & GRAPHICS INC.

00 FILE NUMBER : 732888936    EXPIRY DATE : 13OCT 2021 STATUS :  
01 CAUTION FILING :                    PAGE : 002 OF 2                    MV SCHEDULE ATTACHED :  
   REG NUM : 20171013 0805 1793 2243 REG TYP:                    REG PERIOD:

02 IND DOB :                    IND NAME:  
03 BUS NAME:

OCN :

04 ADDRESS :  
   CITY :                    PROV:                    POSTAL CODE:

05 IND DOB :                    IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
   CITY :                    PROV:                    POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
   TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK

09 ADDRESS : 2020 WINSTON PARK DRIVE 301  
   CITY : OAKVILLE                    PROV: ON                    POSTAL CODE: L6H6X7

CONS.                    MV                    DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL                    AMOUNT                    MATURITY                    MAT DATE

10                    YEAR MAKE                    MODEL                    V.I.N.

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GENERAL COLLATERAL DESCRIPTION

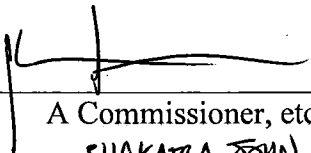
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16 AGENT:  
17 ADDRESS :  
   CITY :                    PROV:                    POSTAL CODE:

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END OF REPORT

Tab H

Attached is Exhibit "H" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
A Commissioner, etc.  
SHAKIZA KHAN



**TD COMMERCIAL BANKING**

Financial Restructuring Group  
3140 Dufferin Street  
Toronto, Ontario  
M6A 2T1  
Telephone No. (416) 785-5276  
Fax No. (416) 785-5082  
E-mail. joshua.michor@td.com

Via E-mail

May 22, 2018

BOSS LOGO PRINT & GRAPHICS INC  
3115 14TH AVE UNIT 5 7  
MARKHAM, ON  
L3R 0H1

Attention: Mr. Kapil Sunak

Dear Mr. Sunak,

**Boss Logo Print & Graphics Inc.  
Loan Facilities with TD Bank (the "Bank")**

This refers to the May 17, 2018 meeting. Thank you for taking out time to speak with us and provide information about your business.

As you are aware Boss Logo Print & Graphics Inc. is being transferred to the Financial Restructuring Group ("FRG") following an increase in the risk profile as the result of the following:

1. Sustained Borrowing Base Coverage (BBC) shortfalls
2. Tight liquidity and continuing operating line excesses

The following was discussed in the meeting:

1. The company having a plan to improve financial performance going forward and executing on that plan to attain covenant compliance is paramount; Operating status quo is not acceptable.
2. Excesses on the operating line of credit will not be tolerated and will be subject to immediate return. Please ensure that cash flow, particularly at month end, is managed accordingly.
3. Ongoing concerns related to financial statement discrepancies
4. Risk upgrade and return of Boss Logo Print & Graphics Inc. accounts to the initial Commercial Banking Centre is predicated on company maintaining covenant compliance and satisfactory resolution of the financial statement discrepancies.

In the meeting we were advised that:

- You have terminated your former controller and have replaced him as of January 2018.
- The new digital press and paper folding machines continue to be under-utilized however you have projected that they will be at break-even utilization by FYE.
- Personal Guarantee is still under consideration.
- You are committed to resolving the current issues and providing the Bank with any and all information required to satisfy our concerns.

As requested, please provide the following information by no later than **May 31, 2018**:

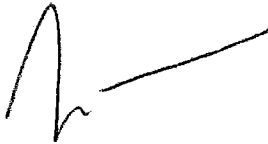
1. Clarity on discrepancies noted for Bank Indebtedness on both the Draft accountant prepared FYE 2017 financial statements and Q2 FYE 2018 management prepared financial statements.
2. Update on equity injection
3. Projections through FYE 2018 (and through Dec 31, 2018)

After transfer to FRG the company will continue to use its current accounts as at present. Pricing will be reviewed by the Bank and may increase with Boss Logo Print & Graphics Inc.'s current risk profile.

Please also ensure prompt response to the Bank's communication and timely submission of all financial information. Delays may result in application of a fee.

Please do not hesitate to contact the writer if you have any questions.

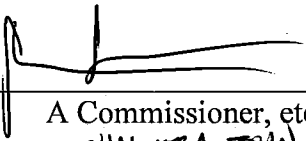
Yours truly,



Joshua Michor  
Account Manager

# Tab I

Attached is Exhibit "I" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
A Commissioner, etc.  
SHAKIRA BROWN

**AIRD BERLIS**

Kyle Plunkett  
Direct: 416.865.3406  
E-mail: kplunkett@airdberlis.com

June 7, 2018

**VIA EMAIL AND COURIER**

**Boss Logo Print & Graphics Inc.**  
3115, 14<sup>th</sup> Avenue,  
Unit 4 - 7  
Markham, ON L3R 0H1

**Attention: Kapil Sunak**

Dear Sir:

**Re: Loans made by The Toronto-Dominion Bank (the "Bank") to Boss Logo Print & Graphics Inc. (the "Borrower")**

---

We are the solicitors to the Bank in connection with the above-referenced matter.

Reference is made to the letter credit agreement dated May 19, 2017 between the Bank, as lender, and the Borrower, as borrower (as the same may be amended, renewed, restated, supplemented, extended or supplanted from time to time, the "**Credit Agreement**"). Pursuant to the Credit Agreement, the Bank agreed to make available, or extend, certain credit facilities and other accommodations to the Borrower subject to the terms and conditions therein, including certain financial covenants (the "**Financial Covenants**"). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreement.

By letter dated May 22, 2018 (the "**May 22 Letter**"), the Bank provided the Borrower with notice that, among other things, (i) the credit facilities had been transferred to the Bank's Financial Restructuring Group as a result of the Borrower's liquidity constraints and continuing operating line excesses, and (ii) the Borrower was in breach of certain Financial Covenants, including sustained Borrowing Base Coverage shortfalls during the months of August 2017 to February 2018 (collectively, the "**Existing Financial Covenant Defaults**"). Pursuant to terms of the Credit Agreement, the Borrower is required to remain within the permitted borrowing margining set out in the Credit Agreement.

In addition, under the terms of the Credit Agreement and the May 22 Letter, the Borrower was required to submit to the Bank certain financial reporting, which constitute a material condition precedent to the Bank making available the credit facilities and other financial accommodations to the Borrower under the Credit Agreement. As of today's date, the Bank has not received copies of (i) the monthly reporting for the months of March 2018 and April 2018, (ii) the annual review engagement financial statements for the Borrower the Fiscal Year 2017, which was required to be delivered within 90 days of year end, and (iii) the projections for the Fiscal Year 2018 (collectively, the "**Reporting Covenant Defaults**" and collectively with the Existing Financial Covenant Defaults, the "**Existing Defaults**"). The Bank is not prepared to tolerate the

Existing Defaults and, as such, the Bank requires that the Borrower immediately cure the Existing Financial Covenant Defaults and deliver to the Bank the outstanding reporting in accordance with the terms of the Credit Agreement and the May 22 Letter.

As a result of the Existing Defaults, or any of them, the Bank has the right to demand the immediate repayment of all of the liabilities, obligations and indebtedness owing under the Credit Agreement (collectively, the “Obligations”) and to pursue its rights and remedies against the Borrower, including, without limitation, to enforce its rights against the security granted in favour of the Bank to secure the Obligations.

In light of the foregoing, the continuous breaches by the Borrower under the Credit Agreement and the lack of cooperation from management of the Borrower, the Bank has determined that it requires a third party financial advisor, satisfactory to the Bank, to be engaged to undertake a “look-see” review of the Borrower and its financial and operational affairs, and to report to the Bank with respect to same. The Bank has engaged MNP Ltd. (“MNP”) to act as the Bank’s financial advisor and to undertake the aforementioned review of the Borrower’s affairs. A copy of the MNP engagement letter is enclosed herewith. In consideration of the Bank continuing to extend the financial accommodations under the Credit Agreement, the Bank requires that the attached engagement letter be acknowledged by the Borrower immediately, but in any event, no later than June 13, 2018.

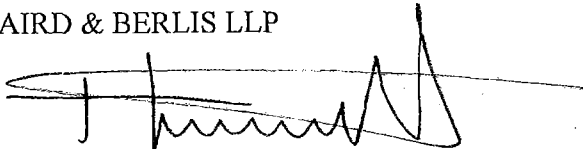
Notwithstanding the foregoing, and on a without prejudice basis, the Bank has decided not to enforce its rights and remedies at this time, with the intention of the parties entering into a forbearance agreement, on terms satisfactory to the Bank, and the formal engagement by the Bank of MNP Ltd., as mentioned above.

Please be advised that this decision by the Bank not to enforce its rights and remedies at this time shall in no way constitute a waiver of any additional or subsequent Events of Default under the Credit Agreement or otherwise, and the Bank hereby expressly reserves any and all of its rights and remedies under the Credit Agreement and related the security and any and all documents and agreements ancillary thereto.

Yours very truly,

Yours truly,

AIRD & BERLIS LLP



Kyle Plunkett

KP

cc: *Joshua Michor - TD Financial Restructuring Group*  
*Peter Hanke - TD Financial Restructuring Group*

AIRD BERLIS

\*\*\*\*\*

We hereby acknowledge receipt of this letter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

**BOSS LOGO PRINT & GRAPHICS INC.**

By: \_\_\_\_\_

Name: Kapil Sunak

Title: Chief Executive Officer

32817776.2

**AIRD BERLIS**



## Commercial Banking

Financial Restructuring Group  
3140 Dufferin Street  
Toronto, ON  
M6A 2T1

Telephone No.: 416-785-5172  
Fax No.: 416-785-5082

June 5, 2018

MNP Ltd.  
111 Richmond Street West  
Suite 300  
Toronto, ON  
M5H 2G4

Attention: Matthew Lem

Dear Sir/Madam:

**Re: Boss Logo Print & Graphics Inc. (the "Debtor")**

The Toronto-Dominion Bank (the "**Bank**") hereby appoints MNP Ltd. (the "**Consultant**") as the Bank's consultant for the purpose of reviewing and assessing the assets, financial position, business and operations of the Debtor and advising the Bank in connection with the Debtor's indebtedness to the Bank. Without limiting the generality of the foregoing, the Consultant is engaged to do the following:

1. Review, assess and report on the current and future business prospects and general viability of the business of the Debtor as presented in the Debtor's financial projections (projected cash flow statement, projected balance sheet and projected income statement);
2. Carry out such review and inspection of the Debtor's premises, books and records as is necessary to advise the Bank with respect to the business and operational and financial performance of the Debtor;
3. Inspect, review and estimate, with the aid of appraisers, if necessary, the realizable value of the Debtor's assets including equipment, inventory and accounts receivable;
4. Determine other claims which may rank in priority to the Bank's claims against the Debtor as well as any other liens which encumber the Debtor's assets;
5. Consult with management, the employees and other stakeholders of Debtor's business, such as investors, guarantor, and others who have an interest in the Debtor's business for the purpose of obtaining information required to complete the engagement herein;
6. Advise, assist or represent the Bank, as required, in formulating, negotiating and completing any agreement that the Bank may wish to enter into with the Debtor with regard to the Debtor's indebtedness; and

Confidential



7. Perform such other duties, as required by the Bank, which are relevant to this engagement.

The Consultant's duties shall be discharged in accordance with the terms set out below:

1. This engagement shall commence upon the acceptance of the terms set out herein by the Debtor;
2. The Consultant may retain such experts as the Consultant may deem necessary to carry out its duties under this engagement;
3. The Consultant may use any of its employees, agents or experts as the Consultant may deem necessary to discharge its duties as set out in this engagement;
4. The Consultant shall not be involved in the management or operation of the Debtor's business or participate in the Debtor's decision-making process and shall not hold itself out as or act in a manner consistent with being an employee, agent, representative or consultant of the Debtor;
5. The Consultant shall perform its duties as consultant solely for the Bank provided however it shall not be an agent of the Bank and therefore shall not have the authority to bind the Bank in any manner;
6. The Consultant shall provide such written or oral reports to the Bank on its findings as the Bank may require;
7. Any reports prepared by the Consultant in the course of this engagement shall be the property of the Bank, with the exception of any right, title and interest in and to all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the deliverables that the Consultant has developed prior to the start of the engagement (the "Consultant Knowledge"). The Consultant hereby grants the Bank a worldwide, royalty-free license to use and copy, for internal purposes only, any Consultant Knowledge contained in any reports or documents prepared by the Consultant. The Bank shall not distribute or disclose any report or information contained in the report to third parties, except for its external legal counsel or as may be required by applicable law or in any court proceeding without the prior written consent of the Consultant. The Consultant shall not distribute or disclose any of the contents of the reports to any person without the prior consent of the Bank. The Consultant shall not distribute or disclose any of the contents of the reports to any person without the prior written consent of the Bank;
8. The Consultant shall keep all information regarding the Debtor obtained in the course of this engagement confidential and shall not distribute or disclose any part of such information to any person save and except the Bank and its agents and solicitors expressly authorized by the Bank to receive such information;
9. The Consultant's fees and disbursements shall be paid by the Debtor;
10. The Bank or the Consultant may terminate this engagement upon providing the other with written notice thereof and the engagement shall be deemed to be terminated the moment the said notice is sent to the other; and
11. The Consultant hereby represents and warrants that it has no conflict of interest in taking on this engagement and undertakes to immediately advise the Bank of any information or situation which would materially affect the terms of this engagement.

Confidential

12. This Agreement may be executed and delivered by facsimile and may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

Please confirm your acceptance of the foregoing terms by signing below and return the signed copy to us as soon as you can.

Yours truly,

THE TORONTO-DOMINION BANK

Per:



Joshua Michor

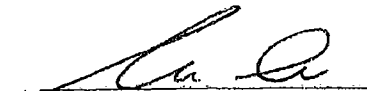
#### ACCEPTANCE OF ENGAGEMENT

The Consultant accepts the engagement on the terms set out above.

Dated at Markham, Ontario this 7<sup>th</sup> day of June, 2018

MNP LTD.

Per:



Matthew Kerr  
Senior Vice President

Confidential

## DEBTOR'S ACKNOWLEDGMENT, AGREEMENT AND UNDERTAKING

The Debtor acknowledges, agrees and undertakes as follows:

1. The Debtor acknowledges having carefully reviewed the terms of the engagement set out above.
2. The Debtor consents to the appointment of the Consultant by the Bank on the terms set out above.
3. The Debtor undertakes to cooperate with the Consultant in completing this engagement and in that regard it shall
  - a. provide the Consultant with complete and unrestricted access to its premises, assets, books and records including its computers and any other data storage;
  - b. provide the Consultant with any information or data in such format as required by the Consultant;
  - c. provide the Consultant with such facilities as required to make copies of any books and records and record such information as the Consultant deems necessary;
  - d. arrange for its employees, officers, creditors, suppliers, investors, customers and any other stakeholder to meet with the Consultant to provide any information, analysis or explanation as required by the Consultant; and
  - e. use such level of skill, care and attention reasonably required to ensure that all records, documents, information and data supplied to the Consultant are complete, accurate and up to date.
4. The Debtor hereby irrevocably authorizes and directs its employees, agents, contractors, solicitors accountants, bookkeepers and other professional advisors to co-operate fully with the Consultant, answer all enquiries pertaining to the financial status and business of the Debtor and provide any and all information, documents and records regarding the Debtor which they have in their possession or control (save and except legally privileged information), as required by the Consultant and this shall be their full and sufficient authority for so doing.
5. The Debtor hereby irrevocably authorizes all of its creditors to provide to the Consultant such information pertaining to the liabilities, obligations and business affairs of the Debtor as the Consultant may from time to time request.
6. The Debtor acknowledges that the Consultant shall not assume any management role, offer any advice or participate in any decision-making process and undertakes not to engage the Consultant in any such capacity.
7. The Debtor further acknowledges that it is not entitled to receive any of the reports, advice and opinion of the Consultant (collectively the "Consultant's Reports") which shall be rendered solely for the Bank and in the event it becomes aware of all or any part of the Consultant's Reports, it shall not rely on them regardless of who released the Consultant's Reports and how the Debtor obtained them.
8. The Debtor undertakes to pay the fees and disbursements of the Consultant including, but not limited to, the cost of all experts such as appraisers, and authorizes the Bank to debit the Debtor's accounts for such fees and disbursements. In the event the Debtor does not promptly pay the Consultant's fees and disbursements, the Bank may directly pay the Consultant and add the payment to the Debtor's indebtedness.

9. The Debtor acknowledges that notwithstanding the engagement of the Consultant, all of the loan and security agreements between the Bank and the Debtor and between the Bank shall continue in full force and effect without any changes and the Bank reserves all rights and remedies which it currently has as against the Debtor, and any other persons who are liable for the Indebtedness of the Debtor.
10. The Debtor hereby indemnifies and saves the Consultant and the Bank harmless from any and all claims, demands, liabilities, losses and costs incurred or suffered as a result of the performance of the duties discharged in accordance with the terms of this engagement.
11. The Debtor acknowledges that the Bank may appoint the Consultant in other capacities, such as receiver/manager and trustee in bankruptcy, and the Consultant may, in acting in such other capacities, use and rely on the information obtained in the course this engagement and the Debtor consents to any such appointment of the Consultant.
12. This Agreement may be executed and delivered by facsimile and may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of June, 2018

**BOSS LOGO PRINT & GRAPHICS INC.**

Per:

\_\_\_\_\_  
Kapil Sunak

I have authority to bind the corporation.

Confidential

# Tab J

Attached is Exhibit "J" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

A handwritten signature in black ink, appearing to read "SHAKARA JOHN", written over a horizontal line.

A Commissioner, etc.

SHAKARA JOHN

# AIRD BERLIS

Kyle Plunkett  
Direct: 416.865.3406  
E-mail: kplunkett@airdberlis.com

June 20, 2018

## DELIVERED BY REGULAR AND REGISTERED MAIL

**Boss Logo Print & Graphics Inc.**  
3115 14<sup>th</sup> Avenue, Unit 4 - 7  
Markham, Ontario  
L3R 0N1

Dear Sir/Madam:

**Re: The Toronto-Dominion Bank ("TD") loans to Boss Logo Print & Graphics Inc.  
(the "Debtor")**

As you are aware, we are the solicitors for TD in connection with its lending arrangements with the Debtor.

The Debtor is indebted to TD with respect to certain credit facilities (the "**Credit Facilities**") made available by TD to the Debtor pursuant to and under the terms of a letter credit agreement between TD, as lender, and the Debtor, as borrower, dated May 19, 2017, and accepted by the Debtor on May 31, 2017 (as the same may have been amended, replaced, restated, modified or otherwise supplemented from time to time, the "**Credit Agreement**").

We also refer to the Default Letter dated June 7, 2017, pursuant to which TD provided notice to the Debtor that, among other things, the Debtor was in default under the Credit Agreement, which defaults remain unremedied. None of these defaults have been waived by TD.

The following amounts are owing for principal and interest under the Credit Facilities pursuant to the Credit Agreement as of June 20, 2018:

| <b>Facility:</b>           | <b>Indebtedness</b>   |
|----------------------------|-----------------------|
| Operating Loan Facility    | \$985,000.00          |
| Interest                   | \$2,173.63            |
| Term Loan Facility         | \$1,249,821.39        |
| Interest                   | \$3,352.26            |
| TDEF Facility              | \$95,089.06           |
| Deferred Income            | \$5,305.78            |
| TDEF Facility              | \$691,761.44          |
| Deferred Income            | \$88,789.28           |
| Tax                        | \$101,471.60          |
| <b>Total Indebtedness:</b> | <b>\$3,222,764.44</b> |

The Debtor is in default of its obligations pursuant to the Credit Agreement. On behalf of TD, we hereby make formal demand for payment of \$3,222,764.44, together with accruing interest and any and all costs and expenses (including, without limitation, legal and other professional fees) incurred by TD (collectively, the "**Indebtedness**"). Payment is required to be made immediately.

Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreement and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, a general security agreement dated June 20, 2017 granted by the Debtor in favour of TD.


If payment of the Indebtedness is not received immediately, TD shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, steps to appoint a receiver or receiver and/or manager of the Debtor, in which case TD will also be seeking all costs incurred in so doing.

On behalf of TD, we also enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA Notice").

TD hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Yours truly,

AIRD & BERLIS LLP



Kyle Plunkett

KP/cp  
Encl.

c: Client

---



**NOTICE OF INTENTION TO ENFORCE SECURITY  
(Bankruptcy and Insolvency Act, Subsection 244(1))**

Delivered By Regular and Registered Mail

TO: **Boss Logo Print & Graphics Inc.**  
3115 14<sup>th</sup> Avenue, Unit 4 - 7  
Markham, Ontario L3R 0N1

***insolvent company / person***

**TAKE NOTICE that:**

1. The Toronto-Dominion Bank ("TD"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Boss Logo Print & Graphics Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory, leaseholds and all other personal property interests of the Debtor.
2. The security that is to be enforced is in the form of, *inter alia*, a general security agreement dated June 20, 2017.
3. As at June 20, 2018, the total amount of the indebtedness secured by the Security is the sum of \$3,222,764.44 in principal and interest, plus accruing interest and recovery costs and fees of TD (including, without limitation, TD's legal and other professional fees).
4. TD will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

**DATED** at Toronto this 20<sup>th</sup> day of June, 2018.

**THE TORONTO-DOMINION BANK**  
by its lawyers, **Aird & Berlis LLP**

Per: \_\_\_\_\_

Kyle Plunkett

Brookfield Place, Suite 1800  
181 Bay Street, Box 754  
Toronto, ON M5J 2T9  
Tel: 416-863-1500  
Fax: 416-863-1515

**Note:** This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

K Plunkett/M. Frank x 5105  
TD re: Boss Logo  
M# 145013



**REGISTERED  
DOMESTIC**  
CUSTOMER RECEIPT

**RECOMMANDÉ  
RÉGIME INTÉRIEUR**  
REÇU DU CLIENT



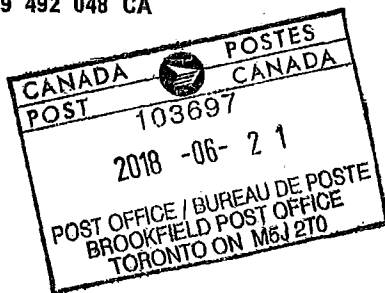
**Boss Logo Print & Graphics Inc.**  
3115 14<sup>th</sup> Avenue, Unit 4 - 7  
Markham, Ontario  
L3R 0N1



Declared Value \$  
Value déclarée

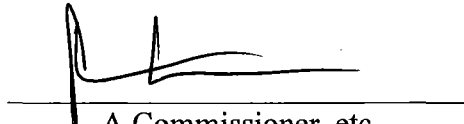
RN 299 492 048 CA

33-086-584 (14-06)



Tab K

Attached is Exhibit "K" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
A Commissioner, etc.  
SHAKIRA JOAN



## Commercial Banking

Financial Restructuring Group  
3140 Dufferin Street  
Toronto, ON  
M6A 2T1

July 10, 2018

MNP Ltd.  
111 Richmond Street West  
Suite 300  
Toronto, Ontario M5H 2G4

Attention: Matthew Lem

Dear Sir/Madam:

**Re: Boss Logo Print & Graphics Inc. (the "Debtor")**

The Toronto-Dominion Bank (the "Bank") hereby appoints MNP Ltd. (the "Consultant") as the Bank's consultant for the purpose of reviewing and assessing the assets, financial position, business and operations of the Debtor and advising the Bank in connection with the Debtor's indebtedness to the Bank. Without limiting the generality of the foregoing, the Consultant is engaged to do the following:

1. Carry out such review and inspection of the Debtor's premises, books and records as is necessary to advise the Bank with respect to the business and operational and financial performance of the Debtor;
2. Inspect, review and estimate, with the aid of appraisers, if necessary, the realizable value of the Debtor's assets including equipment, inventory and accounts receivable, copies of any such appraisals shall be shared with the Debtor;
3. Determine other claims which may rank in priority to the Bank's claims against the Debtor as well as any other liens which encumber the Debtor's assets;
4. Consult with other stakeholders of Debtor's business such as, creditors, suppliers, customers, investors and others who have an interest in the Debtor's business for the purpose of obtaining information required to complete the engagement herein;
5. Advise, assist or represent the Bank, as required, in formulating, negotiating and completing any agreement that the Bank may wish to enter into with the Debtor with regard to the Debtor's indebtedness; and
6. Perform such other duties, as required by the Bank, which are relevant to this engagement.

Confidential

The Consultant's duties shall be discharged in accordance with the terms set out below:

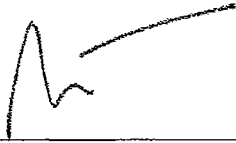
1. This engagement shall commence upon the acceptance of the terms set out herein by the Debtor;
2. The Consultant may retain such experts as the Consultant may deem necessary to carry out its duties under this engagement;
3. The Consultant may use any of its employees, agents or experts as the Consultant may deem necessary to discharge its duties as set out in this engagement;
4. The Consultant shall not be involved in the management or operation of the Debtor's business or participate in the Debtor's decision making process and shall not hold itself out as or act in a manner consistent with being an employee, agent, representative or consultant of the Debtor;
5. The Consultant shall perform its duties as consultant solely for the Bank provided however it shall not be an agent of the Bank and therefore shall not have the authority to bind the Bank in any manner;
6. The Consultant shall provide such written or oral reports to the Bank on its findings as the Bank may require;
7. Any reports prepared by the Consultant in the course of this engagement shall be the property of the Bank and the Consultant shall not distribute or disclose any of the contents of the reports to any person without the prior written consent of the Bank; provided that the Consultant shall provide to the Debtor redacted copies of any reports, excluding any recommendations, advice and opinions of the Consultant;
8. The Consultant shall keep all information regarding the Debtor obtained in the course of this engagement confidential and shall not distribute or disclose any part of such information to any person save and except the Bank and its agents and solicitors expressly authorized by the Bank to receive such information;
9. The Consultant's fees and disbursements shall be paid by the Debtor;
10. The Bank may terminate this engagement upon providing the Consultant a written notice thereof and the engagement shall be deemed to be terminated the moment the said notice is sent to the Consultant; and
11. The Consultant hereby represents and warrants that it has no conflict of interest in taking on this engagement and undertakes to immediately advise the Bank of any information or situation which would materially affect the terms of this engagement.
12. This Agreement may be executed and delivered by facsimile and may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

Please confirm your acceptance of the foregoing terms by signing below and return the signed copy to us as soon as you can.

Yours truly,

THE TORONTO-DOMINION BANK

Per: *Justin McNamee*



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**ACCEPTANCE OF ENGAGEMENT**

The Consultant accepts the engagement on the terms set out above.

Dated at Toronto, Ontario, this 10 day of July, 2018



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MNP LTD.

Per: Matthew Lem

Title: Senior Vice President

**DEBTOR'S ACKNOWLEDGMENT, AGREEMENT AND UNDERTAKING**

The Debtor acknowledges, agrees and undertakes as follows:

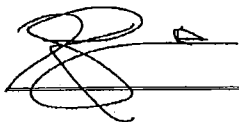
1. The Debtor acknowledges having carefully reviewed the terms of the engagement set out above.
2. The Debtor consents to the appointment of the Consultant by the Bank on the terms set out above.
3. The Debtor undertakes to cooperate with the Consultant in completing this engagement and in that regard it shall
  - a. provide the Consultant with complete and unrestricted access to its premises, assets, books and records including its computers and any other data storage;
  - b. provide the Consultant with any information or data in such format as required by the Consultant;
  - c. provide the Consultant with such facilities as required to make copies of any books and records and record such information as the Consultant deems necessary;
  - d. arrange for its employees, officers, creditors, suppliers, investors, customers and any other stakeholder to meet with the Consultant to provide any information, analysis or explanation as required by the Consultant; and
  - e. use such level of skill, care and attention reasonably required to ensure that all records, documents, information and data supplied to the Consultant are complete, accurate and up to date.
4. The Debtor hereby irrevocably authorizes and directs its employees, agents, contractors, solicitors, accountants, bookkeepers and other professional advisors to co-operate fully with the Consultant, answer all enquiries pertaining to the financial status and business of the Debtor and provide any and all information, documents and records regarding the Debtor which they have in their possession or control (save and except legally privileged information), as required by the Consultant and this shall be their full and sufficient authority for so doing.
5. The Debtor hereby irrevocably authorizes all of its creditors to provide to the Consultant such information pertaining to the liabilities, obligations and business affairs of the Debtor as the Consultant may from time to time request.
6. The Debtor acknowledges that the Consultant shall not assume any management role, offer any advice or participate in any decision making process and undertakes not to engage the Consultant in any such capacity.
7. The Debtor further acknowledges that it is not entitled to receive any of the final reports, advice and opinion of the Consultant (collectively the "Consultant's Reports"), which shall be rendered solely for the Bank and in the event it becomes aware of all or any part of the Consultant's Reports, it shall not rely on them regardless of who released the Consultant's Reports and how the Debtor obtained them; provided that a draft of the factual sections of any report will be shown to the Debtor for the purpose of confirming that the facts, as stated, are accurate in all material respects and that they are not aware of any material matters that have been excluded. The Consultant is, however, under no obligation to change its reports as a result of the Debtor's comments. The Debtor will be entitled to receive, upon request, a redacted copy of any Consultant's Reports.



8. The Debtor will be entitled to receive, upon request, a copy of any appraisals of the Collateral obtained by the Bank or the Consultant.
9. The Debtor undertakes to pay the fees and disbursements of the Consultant including, but not limited to, the cost of all experts such as appraisers, and authorizes the Bank to debit the Debtor's accounts for such fees and disbursements. In the event the Debtor does not promptly pay the Consultant's fees and disbursements, the Bank may directly pay the Consultant and add the payment to the Debtor's indebtedness.
10. The Debtor acknowledges that notwithstanding the engagement of the Consultant, all of the loan and security agreements between the Bank and the Debtor shall continue in full force and effect without any changes and the Bank reserves all rights and remedies which it currently has as against the Debtor and any other persons who are liable for the indebtedness of the Debtor.
11. The Debtor hereby indemnifies and saves the Consultant and the Bank harmless from any and all claims, demands, liabilities, losses and costs incurred or suffered as a result of the performance of the duties discharged in accordance with the terms of this engagement.
12. The Debtor acknowledges that the Bank may appoint the Consultant in other capacities, such as court-appointed receiver/manager and trustee in bankruptcy (any such appointment to be made in accordance with the applicable statute), and the Consultant may, in acting in such other capacities, use and rely on the information obtained in the course this engagement and the Debtor consents to any such appointment of the Consultant.
13. This Agreement may be executed and delivered by facsimile and may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

Dated at Wednesday this 11 day of July, 2018

**BOSS LOGO PRINT & GRAPHICS INC.**



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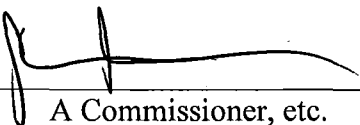
Name: Kapil Sunak  
Title: President

I have authority to bind the corporation.

Confidential

Tab L

Attached is Exhibit "L" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
A Commissioner, etc.  
SHAKARRA JOHN

## FORBEARANCE AGREEMENT

THIS AGREEMENT is made as of this 2<sup>nd</sup> day of August, 2018.

AMONGST:

**THE TORONTO-DOMINION BANK**  
(hereinafter referred to as the "Lender")

- and -

**BOSS LOGO PRINT & GRAPHICS INC.**  
(hereinafter referred to as the "Borrower")

RECITALS:

WHEREAS the Borrower is indebted to the Lender with respect to certain credit facilities (the "Credit Facilities") made available by the Lender to the Borrower pursuant to and under the terms of (i) the letter agreement between the Lender and the Borrower dated May 19, 2017, and accepted by the Borrower on May 31, 2017 (as amended, the "Credit Agreement"); (ii) a master lease agreement dated July 6, 201, bearing Lease No. 2017260430, between TD Equipment Finance, a division of the Lender, and the Borrower (including all schedules thereto, as amended, restated, supplemented, replaced or extended from time to time, the "Lease 2017260430 Financing Agreement"), and (ii) a lease loan agreement dated October 12, 2017, bearing Lease No. 17003460, between TD Equipment Finance, a division of the Lender, and the Borrower (including all schedules thereto, as amended, restated, supplemented, replaced or extended from time to time, the "Lease 17003460 Financing Agreement" and collectively with the Credit Agreement and the Lease 26043 Financing Agreement, the "Loan Agreements");

AND WHEREAS to secure the obligations of the Borrower to the Lender, including, without limitation, those arising under the Loan Agreements, the Borrower has provided security in favour of the Lender (collectively, as amended, restated, supplemented, replaced or otherwise altered from time to time, the "Security") including, without limitation, the security set out in Schedule "A" hereto;

AND WHEREAS, as a result of certain breaches by the Borrower under the Credit Agreement, the Lender delivered to the Borrower a default letter on or about June 20, 2018 setting out the various defaults by the Borrower, none of which were waived, and reserving the Lender's rights and remedies under the Financing Agreements (as defined below);

AND WHEREAS certain of the Credit Facilities are payable on demand and certain defaults have also occurred, and are continuing, pursuant to the Credit Agreement, including, without limiting the generality of the foregoing, (a) failure of the Borrower to observe and deliver reporting requirements as required under the Credit Agreement; (b) failure of the Borrower to maintain borrowing base requirements as required pursuant to the Credit Agreement; (c) failure of the Borrower to make monthly payments required under the term loan

facility #2 of the Credit Agreement; and (d) failure of the Borrower to keep current Priority Payables (as defined herein) on account of arrears owing to Canada Revenue Agency (“CRA”) with respect to HST and source deductions (any and all such defaults as may be existing and known to the Lender as of the date hereof being referred to as the “Existing Defaults”);

**AND WHEREAS** the Lender has demanded repayment of the Indebtedness (as defined below), and specifically, the Lender has made written demand on the Borrower for repayment of their indebtedness by letter dated June 20, 2018 in connection with the Credit Agreement (the “Demand Letter”). The Demand Letter sent to the Borrower was accompanied by a Notice of Intention to Enforce Security (the “BIA Notice”) prepared pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”);

**AND WHEREAS**, the ten (10) notice period under the BIA Notice has now expired;

**AND WHEREAS** as at August 1, 2018, the Indebtedness owing pursuant to the Loan Agreements is the sum of \$3,250,807.72 (exclusive of costs and expenses), as more particularly described in Section 2.1 below, and the Borrower has failed to pay amounts due and owing to the Lender;

**AND WHEREAS** the Borrower has requested and the Lender has agreed to forbear from taking certain actions under the Security solely on the terms and conditions and subject to the limitations as specified in this Agreement, so that the Borrower will have the opportunity to remain in business with a view to, among other things, completing a sale transaction of the Borrower’s business and/or assets (the “Sale Transaction”) and to indefeasibly repay the Lender with respect to the Credit Facilities on or before the end of the Forbearance Period (as defined below).

**NOW THEREFORE** in consideration of the respective covenants of the parties hereto as herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement, unless the context otherwise requires, all terms defined in the Credit Agreement, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Credit Agreement. All monetary amounts referred to in this Agreement shall refer to Canadian currency. In addition to the terms defined in the preamble and recitals to this Agreement above, the following capitalized terms used in this Agreement have the meanings set out below:

- (a) “**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in Toronto, Ontario are authorized or required by Law to be closed for business.

- (b) “**Financing Agreements**” means, collectively, the Loan Agreements, this Agreement, the Security or any other agreement, document or instrument executed in connection therewith, all as amended, restated, supplemented, replaced or otherwise altered from time to time.
- (c) “**PPSA**” means the *Personal Property Security Act* (Ontario) and all regulations made thereunder, as amended from time to time, and any other applicable legislation governing security interests in personal property.
- (d) “**Priority Payables**” means all obligations owing to any creditor which would be entitled to claim priority over, or *pari passu* with, the security interest of the Lender in the assets and undertakings of the Borrower, including wages, realty taxes, water and hydro amount and remittances required to be made for taxes and other liabilities owed to federal, provincial and municipal governments, including, without limitation, property taxes and money owed in respect of employee source deductions pursuant to the *Canada Pension Plan Act* (Canada), *Employment Insurance Act* (Canada) and *Income Tax Act* (Canada), and in respect of Harmonized Sales Tax.

## 1.2 Gender and Number

Words importing the singular include the plural and vice versa and words importing gender include all genders.

## 1.3 Severability

Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

## 1.4 Headings

The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## 1.5 Entire Agreement

Except for the Financing Agreements and the additional documents provided for herein, this Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, relating to the subject matter hereof. This Agreement may not be amended or modified except by written consent executed by all the parties. No provision of this Agreement will be deemed waived by any course of conduct unless such waiver is in writing and signed by all the parties, specifically stating that it is intended to modify this Agreement.

## 1.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflicts of law or principles of comity.

## 1.7 Attornment

Each party hereto irrevocably attorns to the exclusive jurisdiction of the Superior Court of Justice (Commercial List) of the Province of Ontario in the City of Toronto for all matters arising out of or in connection with this Agreement.

## 1.8 Conflicts

If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Financing Agreements or any other agreement executed in connection therewith, the provisions of this Agreement shall prevail to the extent of the inconsistency, but the foregoing shall not apply to limit or restrict in any way the rights and remedies of the Lender under the Financing Agreements or this Agreement other than as may be specifically contemplated herein.

## ARTICLE 2 ACKNOWLEDGEMENT AND CONFIRMATION

### 2.1 Acknowledgement of Obligations

- (a) The Borrower hereby acknowledges, confirms and agrees that, as of the close of business on August 1, 2018, the indebtedness owing to the Lender in respect of (i) advances made pursuant to the Credit Agreement is the amount of \$2,267,012.55, (ii) amounts owing under the Lease 17003460 Financing Agreement is the amount of \$91,863.33 (including Harmonized Sales Tax "HST", but excluding any deferred income) and (iii) amounts owing under the Lease 2017260430 Financing Agreement is the amount of \$891,931.84 (including HST but excluding any deferred income), all of which is exclusive of amounts which are owing and which may become owing for the Lender's fees, agent costs, professional fees, accruing interest at the rates set out in the Credit Agreement, costs and any additional borrowings since August 1, 2018 (collectively, the "Indebtedness").
- (b) The Borrower hereby acknowledges, confirms and agrees that the Indebtedness and any other amounts now or hereafter properly payable by the Borrower to the Lender under the Financing Agreements is unconditionally owing to the Lender, without any right of setoff, defence, counterclaim or reduction of any kind, nature or description whatsoever, and the Borrower is estopped from disputing such Indebtedness.
- (c) The Borrower hereby acknowledges, confirms and agrees that the Borrower will continue to accept statements of the Indebtedness issued by the Lender to be accurate statements of the amount and the particulars of the Indebtedness as of the date of the statement, absent manifest error.

## **2.2 Acknowledgement of Security Interests**

The Borrower hereby acknowledges, confirms and agrees that the Security has not been discharged, waived or varied, that it is binding upon the Borrower, and that the Security is enforceable in accordance with its written terms until the obligations of the Borrower to the Lender have been indefeasibly paid and satisfied in full.

## **2.3 Acknowledgement of certain Priority Payables**

The Borrower hereby acknowledges, represents and confirms the total amount outstanding to the CRA for HST for the reporting periods up to May 31, 2018 is \$32,105.68 (the "Outstanding HST"). For greater certainty, any amounts accrued between May 31, 2018 and the date hereof shall be included in the Outstanding HST.

## **2.4 Acknowledgement of Certain Events of Default**

- (a) The Borrower hereby acknowledges, confirms and agrees that the Existing Defaults have occurred and are continuing pursuant to the provisions of the Financing Agreements.
- (b) The Borrower further acknowledges, confirms and agrees that, as of the date hereof, the Lender has made no promises and has not waived, and does not intend to waive such Existing Defaults herein, and nothing contained herein or the transactions contemplated hereby shall be deemed to constitute any such waiver.

## **2.5 Acknowledgement of Demands and Notices of Intention to Enforce Security**

The Borrower hereby acknowledges, confirms and agrees that it has, prior to the execution and delivery of this Agreement, received from the Lender the validly issued and delivered Demand Letter. The Borrower further acknowledges, confirms and agrees that it has, prior to the date of this Agreement, received from the Lender a validly issued and delivered BIA Notice pursuant to the BIA in respect of the Security and that the ten (10) day notice period set forth in the Notice has expired that is required to enforce any security interest that may be required pursuant to Section 244(1) of the BIA in respect of the Security and that, subject only to the terms of this Agreement, there is no further steps required by the Lender in order to enforce the Security. The Borrower further acknowledges that nothing in this Agreement shall constitute a waiver or revocation of the Demand Letter or the BIA Notice.

## **2.6 Additional Acknowledgements**

The Borrower hereby acknowledges, confirms and agrees that:

- (a) the facts set out in the recitals to this Agreement are true and accurate;
- (b) except as hereby amended, the Financing Agreements will remain in full force and effect, unamended, except as provided for herein;



- (c) except as provided for in this Agreement, the Lender (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action, that would constitute a waiver of its rights to enforce the Security and pursue its remedies in respect of the obligations of the Borrower to the Lender, or that would stop it from doing so;
- (d) the Lender is entitled to exercise its rights and remedies under the Credit Agreement, the Security, the PPSA and other applicable law; and
- (e) to the date hereof, the Lender has acted in a commercially reasonable manner and in good faith, and the Borrower is estopped from disputing same.

### ARTICLE 3 CONDITIONS PRECEDENT

#### 3.1 Conditions Precedent to the Effectiveness of this Agreement

The forbearance obligations of the Lender under this Agreement shall not be effective unless and until the Lender shall be in receipt of each of the following, all in form and substance satisfactory to the Lender:

- (a) the Lender shall have received a copy of this Agreement, fully executed by Borrower;
- (b) the Lender shall have received evidence of payment of the Outstanding HST or, in alternative, confirmation from CRA that the Borrower has reached an agreement regarding a payment plan in respect of the Outstanding HST;
- (c) the Lender shall have received \$5,000 of the Forbearance Fee (as defined herein) from the Borrower;
- (d) the Lender shall have received an executed consent from the Borrower, in the form set out in **Schedule "B"** hereto (the "**Receivership Consent**"), to the immediate private or court-appointment of an interim receiver, receiver or receiver and manager, which consents shall be held in escrow by the Lender's counsel, Aird & Berlis LLP, and used in the event of the termination, expiration or non-commencement of the Forbearance Period (as hereinafter defined); and
- (e) the Lender shall have received an executed consent from the Borrower in the form set out in **Schedule "C"** hereto (the "**Collateral Consent**", and together with the Receivership Consents, the "**Consents**"), to immediate judgment in favour of the Lender which shall be held in escrow by the Lender's counsel, Aird & Berlis LLP, and used in the event of the termination, expiration or non-commencement of the Forbearance Period (as hereinafter defined).

### **3.2 No Condition Precedent to the Effectiveness of the Consents**

Each of the Consents shall be effective immediately upon their respective execution and delivery to the Lender.

## **ARTICLE 4 FORBEARANCE CONDITIONS**

### **4.1 Forbearance**

In reliance upon the acknowledgements, representations, warranties and covenants of the Borrower contained in this Agreement and subject to the terms and conditions of this Agreement, and any documents executed in connection herewith, the Lender agrees, subject to the terms hereof, to forbear from exercising its rights and remedies under the Credit Agreement, the Security, the PPSA and other applicable law, until the earlier of:

- (a) October 1, 2018; and
- (b) the occurrence of an Intervening Event (as hereinafter defined and pursuant to section 7.1 of this Agreement),

(the “**Forbearance Period**”).

### **4.2 Expiration or Termination of the Forbearance Period**

Upon the expiration or termination of the Forbearance Period, the agreement of the Lender to forbear shall automatically and without further action terminate and be of no further force and effect, it being expressly agreed that the effect of such expiration or termination will be to permit the Lender to exercise its rights and remedies under the Financing Agreements, this Agreement and any other agreement or documents executed in connection herewith immediately, including, without limitation, pursuant to the Consents or otherwise and including (i) the acceleration all of the obligations of the Borrower to the Lender without any further notice, passage of time or forbearance of any kind; (ii) the appointment of a private or court-appointed interim receiver, receiver or receiver and manager under the Security held by the Lender from the Borrower; (iii) the making of an application to a court of competent jurisdiction, in accordance with Section 1.7 of this Agreement, to enforce any private or other remedies available to the Lender or to seek the appointment by such court of an interim receiver, receiver, receiver and manager and/or trustee in bankruptcy of the Borrower.

### **4.3 Tolling**

- (a) As of the date hereof and continuing until the expiration or termination of the Forbearance Period, as applicable, and thereafter until the termination of the tolling arrangements in the manner provided for at paragraph 4.3(b) herein (and notwithstanding the Demands and the Notices delivered by the Lender), the Lender and the Borrower hereby agree to toll and suspend the running of the applicable statutes of limitations, laches and other doctrines related to the passage of time in relation to the Indebtedness, the Security and any entitlements arising

from the Indebtedness or the Security and any other related matters, and each of the parties confirms that this Agreement is intended to be an agreement to suspend or extend the basic limitation period, provided by section 4 of the *Limitations Act, 2002*, S.O. 2002, c. 24, Sched. B (the "**Limitations Act**") as well as the ultimate limitation period provided by section 15 of the Limitations Act in accordance with the provisions of sections 22(3) and 22(4) of the Limitations Act and as a business agreement in accordance with the provisions of section 22(5) of the Limitations Act and any contractual time limitations on the commencement of proceedings, any claims or defences based upon such application statute of limitations, contractual limitations or any time related doctrine including waiver, estoppel or laches.

- (b) The tolling provisions of this Agreement will terminate upon either of its parties providing the other with 60 days' written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 60 days' notice, any time provided for under the statute of limitations, laches or any other doctrine related to the passage of time in relation to the Indebtedness, the Security or any claims arising thereunder, will recommence running as of such date, and for greater certainty the time during which the parties agree to the suspension of the limitation period pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

#### **4.4 Forbearance Fee**

In consideration of the Lender entering into this Agreement, the Borrower shall pay to the Lender a forbearance fee of \$15,000.00 (the "**Forbearance Fee**"). Such Forbearance Fee will be fully earned upon execution of this Agreement, and is in addition to all other fees, interest, costs and expenses payable in connection with the Financing Agreements or this Agreement. The Forbearance Fee shall form part of the Indebtedness and shall be secured by any and all of the Security, but, for greater certainty, shall be payable as follows:

- (a) \$5,000 shall be paid immediately upon the execution of this Agreement; and
- (b) the balance of the Forbearance Fee shall be due and payable by the Borrower to the Lender on or before the expiration or termination of the Forbearance Period.

#### **4.5 No Other Waivers; Reservation of Rights**

Subject to Section 4.1 of this Agreement, the Lender reserves the right, in its sole and absolute discretion, to exercise any or all of its rights or remedies under any one or more of the Financing Agreements, the PPSA or other applicable law, and the Lender has not waived any such rights or remedies, and nothing in this Agreement and no delay on the part of the Lender in exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies.

#### **4.6 Deferral of Principal Payments**

During the pendency of the Forbearance Period, any and all principal payments owing by the Borrower under the Credit Facilities shall continue to accrue and be owing by the Borrower to the Lender but shall be deferred until the earlier of (i) the expiration of the Forbearance Period, and (ii) the occurrence of an Intervening Event.

## **ARTICLE 5 REPORTING**

### **5.1 Reporting Requirements**

Until such time as the Lender has been indefeasibly repaid in full with respect to the Credit Facilities under the Credit Agreement, the Borrower agrees to:

- (a) continue to honour the reporting requirements as previously agreed with the Lender in the Financing Agreements or as amended herein, and shall continue to do so until such time as the obligations of the Borrower to the Lender have been repaid indefeasibly and in full;
- (b) provide weekly written reports to the Lender and MNP (as defined below), on each Tuesday of the subsequent week, commencing August 7, 2018, as to the status of:
  - (i) marketing and refinancing efforts made by the Borrower;
  - (ii) upon receipt by the Borrower, a copy of any agreement regarding any sale transaction and any documents related to same; and
  - (iii) confirmation of payment of any and all Priority Payables (as defined herein), including any and all outstanding amounts owing to CRA in respect of the Outstanding HST.

During the Forbearance Period, the Borrower shall also forthwith provide any report, summary, copy or information reasonably requested by the Lender or MNP.

## **ARTICLE 6 OBLIGATIONS OF THE BORROWER DURING THE FORBEARANCE PERIOD**

### **6.1 Credit Agreement**

Upon satisfaction of the Conditions Precedent in Section 3.1 above, each of the parties hereto agrees that no further advances or increases to the principal amounts shall be made under the Credit Agreement.

During the Forbearance Period, the Borrower shall strictly adhere to all the terms, conditions and covenants of the Credit Agreement, this Agreement and the other Financing Agreements, including, without limitation, terms requiring prompt payment of principal, interest, fees and other amounts when due, except to the extent that such terms, conditions and covenants are otherwise specifically amended by this Agreement.

## 6.2 Full Co-Operation

During the Forbearance Period, the Borrower shall continue to cooperate fully with the Lender and MNP LLP (“MNP”), who the Borrower acknowledges was appointed to act as the Lender’s consultant pursuant to the terms of the engagement letter dated July 10, 2018, including, without limitation, by providing promptly all information requested by the Lender and MNP, and by providing the Lender and MNP full access to the books, records, property, assets and personnel of the Borrower, including the BMO Account (as defined below), details regarding the Borrower’s sale efforts and the status of Priority Payables, wherever they may be situated and in whatever medium they may be recorded, at the request of and at times convenient to the Lender and MNP, acting reasonably, which right of access shall include the right to inspect and appraise such property and assets.

## 6.3 Payment and Other Obligations

Each of the Borrowers hereby covenants and agrees with the Lender to reimburse the Lender for all reasonable expenses, including, without limitation, actual legal and other professional expenses that the Lender has incurred or will incur arising out of its dealings with the Borrower and in the protection, preservation and enforcement of the Security, including, without limitation, the actual fees and expenses of the Lender’s solicitors, Aird & Berlis LLP and its consultant, MNP (the “Professional Expenses”), and that the Professional Expenses shall be for the account of the Borrower and shall be debited directly by the Lender against the accounts of the Borrower upon the Borrower’s receipt of invoices evidencing the Professional Expenses or payment will otherwise be made by the Lender for later repayment by the Borrower by no later than the expiration or termination of the Forbearance Period. Nothing in this Agreement shall derogate from the Borrower’s obligation to pay for all of the Professional Expenses or shall constitute a cap on Professional Expenses.

## 6.4 Loan Availability Not a Waiver

To the extent that the Lender makes any advance of funds or credit available to the Borrower during the Forbearance Period, such advance of funds shall not constitute a waiver of any Existing Default or any additional defaults of the Borrower.

## 6.5 Operational Obligations

For the duration of the Forbearance Period, in addition to the other covenants contained herein, the Borrower hereby covenants and agrees with the Lender as follows:

- (a) on or before August 22, 2018, the Borrower shall close any and all bank accounts held with any other banking institution, including any account(s) maintained at Bank of Montreal in the name of the Borrower (the “BMO Account”); provided that immediately upon the Outstanding HST being paid, or any portion thereof, resulting in the operating account of the Borrower maintained with the Lender being released from the CRA demand, the Borrower shall cease making any deposits into the BMO Account effective that date;

- (b) on or before 5:00 p.m. (Toronto Time) on August 31, 2018, the Lender shall have received from the Borrower, at a minimum, a copy of one (1) binding written offer for the purchase of the Borrower's business and/or assets, which shall include the following key terms:
  - (i) the purchase price shall be not less than \$3,000,000; and
  - (ii) the Sale Transaction contemplated thereunder must have a closing date of not later than October 1, 2018.

#### **Additional Covenants**

- (c) subject to section 6.5(a) above, until such time as the Credit Facilities under the Credit Agreement have been indefeasibly repaid in full, the Borrower shall not maintain any bank accounts with any institution other than the Lender, except with the Lender's prior written consent;
- (d) the Borrower shall maintain its corporate existence as a valid and subsisting entity and shall not merge, amalgamate or consolidate with any other corporation(s), except with the Lender's prior written consent;
- (e) any and all working capital requirements shall be at be at the sole responsibility and expense of the Borrower;
- (f) except as specifically provided for herein, the Borrower shall comply in all respects with all terms and provisions of the Financing Agreements and this Agreement and nothing herein derogates therefrom. For greater certainty, except as provided for herein, the Borrower shall continue to remit all payments when due under the Financing Agreements and shall operate all facilities within the terms and the limits prescribed therein, except as amended by this Agreement;
- (g) the Borrower shall comply with any and all cash management obligations and obligations to maintain insurance in accordance with the Financing Agreements;
- (h) the Borrower shall be responsible for paying the fees and out of pocket expenses of the Lender and, if the Borrower fails to do so, the amount of such fees and expenses will be added to the Indebtedness and secured by the Security;
- (i) the Borrower shall not, without the prior written consent of the Lender, make any distribution or payment to any person, corporation or other entity who does not deal with the Borrower at arm's length (as such term is defined in the *Income Tax Act* (Canada)), except for:
  - (i) payments of salary at levels not in excess of those now in effect;
  - (ii) payments to any landlord which are commercially reasonable and in accordance with the current lease agreement for the premises leased from such landlord; and

- (iii) payments to the Borrower's ordinary suppliers in respect of any supply arrangement with the Borrower arising in the ordinary course of the Borrower's business, which are commercially reasonable and are competitive with payments that would be required to be paid to a comparable supplier acting at arm's length;
- (j) the Borrower shall not, without the prior written consent of the Lender, make any loans or advance money or property to any other party (including, without limitation, any subsidiary or affiliate of any the Borrower) or invest in (by capital contribution, dividend or otherwise) or purchase or repurchase the shares or indebtedness or all or a substantial part of the assets or property of any other party (including, without limitation, any subsidiary or affiliate of any of the Borrower), or guarantee, assume, endorse, or otherwise become responsible (directly or indirectly) for the indebtedness, performance, obligations or dividends of any other party (including, without limitation, any subsidiary or affiliate of any of the Borrowers) or agree to do any of the foregoing, other than as required by the Financing Agreements;
- (k) the Borrower shall not encumber, mortgage, hypothec, pledge or otherwise cause any form of lien or charge on any of their property or assets, including intangible and contingent assets, without the prior written consent of the Lender;
- (l) the Borrower shall not, without the prior written consent of the Lender, repay any principal or interest which may be owing or become owing in connection with any shareholder or related party loan or any loan made by any party subordinate to the Lender;
- (m) the Borrower shall not, without the prior written consent of the Lender, make any distribution (whether by dividend or otherwise) or effect any return of capital on any investment made by any shareholder, or any party related to any shareholder, of the Borrower;
- (n) the Borrower shall, in any case, make any payment to any party if the financial position of the Borrower after making such payment would put the Borrower in a position of breach or default of its obligations under the Financing Agreements, this Agreement or constitute an Intervening Event;
- (o) the Borrower shall keep current the repayment schedule relating to tax arrears owing to CRA and shall, at all times, maintain the currency of all Priority Payables not specifically covered by the said repayment schedule, and, when requested by the Lender, the Borrower shall provide sufficient proof of payments and account currency;
- (p) the Borrower shall give to the Lender prompt notice of any litigation, arbitration or administrative proceeding before or of any court, arbitration, tribunal or governmental authority affecting any of the assets, property or undertakings of the Borrower; and

- (q) unless otherwise agreed to herein, the Borrower shall not do any act or thing which may have the effect of defeating or delaying the enforcement of the Lender's rights and remedies under any of the Security.

The Borrower represents and warrants to the Lender that all its obligations with respect to employee wages and vacation pay are or will be current as of the date of the execution by the Borrower of this Agreement and shall remain current throughout the Forbearance Period.

## ARTICLE 7 INTERVENING EVENTS

### 7.1 Intervening Events

Upon the happening of any one of the following events (each an "Intervening Event"), this Agreement shall forthwith terminate:

- (a) any material representation, warranty or statement made by the Borrower in this Agreement or any other agreement with the Lender was untrue or incorrect when made or becomes untrue or incorrect;
- (b) the Borrower fails to perform or comply with any of its respective covenants or obligations contained in this Agreement, any of the Financing Agreements or in any other agreement or undertaking made between the Borrower and the Lender, other than the covenants, obligations or undertakings with which the Borrower has already failed to perform or comply with at time of execution of this Agreement and which are known to the Lender;
- (c) subject to (d) below, the Borrower fails to maintain and keep current payments of Priority Payables in accordance with the terms of this Agreement, which may result in any claim ranking in priority or *pari passu* to the claim of the Lender;
- (d) the Borrower fails to receive a binding written offer for a Sale Transaction by 5:00 p.m. (Toronto Time) on August 31, 2018;
- (e) the Borrower fails to complete a Sale Transaction by 5:00 p.m. (Toronto Time) on October 1, 2018;
- (f) the Borrower fails to close all bank accounts with any financial institution other than the Lender by August 22, 2018;
- (g) the Borrower defaults in timely payment of rentals or other charges due as rent in respect of any leased premises or equipment, subject to the written accommodation between the defaulting party and its landlord;
- (h) the Borrower defaults in the performance of any obligation under any of the Financing Agreements after the date hereof;



- (i) the occurrence of any other event which, in the opinion of the Lender, acting reasonably, may materially and adversely impact the priority or enforceability of the Security granted by the Borrower, or the realizable value of the collateral subject to such Security;
- (j) the Security ceases to constitute a first-ranking, valid and perfected security interest against all assets of the Borrower;
- (k) the loss, damage, destruction or confiscation of the Security or any part thereof, unless upon such event, the Borrower pays to the Lender forthwith such amount as the Lender, in its sole and absolute discretion, determines is satisfactory;
- (l) any person takes possession of any property of the Borrower by way of or in contemplation of enforcement of security, or a distress or execution or similar process levied or enforced against any property of the Borrower;
- (m) any change of ownership, control or management of any of the Borrower without the Lender's prior written consent;
- (n) in the Lender's sole opinion, a material adverse change occurs in the business, affairs, financial condition, operation or ownership of the Borrower arising for any reason whatsoever;
- (o) the Borrower fails to maintain current insurance or other material contracts;
- (p) without the Lender's prior written consent, the Borrower ceases to carry on business in the normal course in the same manner as such business has previously been carried on or commits or threatens to commit an act of bankruptcy;
- (q) without the prior written consent of the Lender, the Borrower takes any action or commences any proceeding or any action or proceeding is taken or commenced by another person or persons against the Borrower, which the Borrower is not contesting, relating to the reorganization, readjustment, compromise or settlement of the debts owed by the Borrower to its creditors where such reorganization, readjustment, compromise or settlement shall affect a substantial portion of the Borrower's assets and property, including, without limitation, the filing of a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"), the making of an order under the *Companies' Creditors Arrangement Act* (Canada) or the commencement of any similar action or proceeding by any party other than the Lender;
- (r) the filing of an application for a bankruptcy order against the Borrower pursuant to the provisions of the BIA by any party other than the Lender;
- (s) the Borrower fails to meet its payroll obligations or does not have sufficient funds available to fund its payroll obligations, or fails to produce evidence, satisfactory to the Lender, acting reasonably, of the availability of such funds to the Lender within one business day prior to the date that any payroll falls due;

- (t) the Borrower fails to pay the Forbearance Fee in accordance with Section 4.4 of this Agreement
- (u) the Borrower fails to make one or more of the payments, in full or in part, in accordance with the Financing Agreements, as amended only by this Agreement;
- (v) the Borrower fails to meet one or more of their reporting requirements in accordance with section 5.1 of this Agreement; or
- (w) the expiration or termination of the Forbearance Period.

## **ARTICLE 8 GENERAL PROVISIONS**

### **8.1 Effect of this Agreement**

Except as modified pursuant hereto, no other changes or modifications to the terms of the Financing Agreements are intended or implied and in all other respects, the terms of the Financing Agreements are confirmed.

### **8.2 Further Assurances**

The parties hereto shall execute and deliver such supplemental documents and take such supplemental action as may be necessary or desirable to give effect to the provisions and purposes of this Agreement, all at the sole expense of the Borrower.

### **8.3 Binding Effect**

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and its respective successors and permitted assigns.

### **8.4 Survival of Representations and Warranties**

All representations and warranties made in this Agreement or any other document furnished in connection herewith shall survive the execution and delivery of this Agreement and such other document delivered in connection herewith, and no investigation by the Lender or any closing shall affect the representations and warranties or the rights of the Lender to rely upon such representations and warranties.

### **8.5 Confidentiality**

The Borrower acknowledges and agrees that the Lender and MNP and their professional advisors shall be at liberty, in their sole discretion, to disclose any information obtained from the Borrower to any party or parties in order to recover amounts owed to the Lender by the Borrower.

## **8.6 Release**

In consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, on its behalf and on behalf of its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably release, remise and forever discharge the Lender and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, lenders and other representatives and advisors (the Lender and all such other persons being hereinafter referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever (individually, a “**Claim**” and collectively, “**Claims**”) of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which the Borrower or any of its successors, assigns or other legal representatives may now own, hold, have or claim to have against the Releasees or any of them for, upon or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Agreement, including, without limitation, for or on account of, or in relation to or in any way in connection with, any of the Financing Agreements or transactions thereunder or related thereto.

## **8.7 No Novation**

This Agreement will not discharge or constitute novation of any debt, obligation, covenant or agreement contained in the Credit Agreement or any of the Financing Agreements but the same shall remain in full force and effect save to the extent amended by this Agreement.

## **8.8 Notice**

Without prejudice to any other method of giving notice, any notice required or permitted to be given to a party pursuant to this Agreement will be conclusively deemed to have been received by such party on the day of the sending of the notice by prepaid private courier to such party at its, his or her address noted below or by email at its, his or her email address noted below. Any party may change its, his or her address for service or address by notice given in the foregoing manner.

Notice to the Borrower shall be sent to:

3115 14<sup>th</sup> Avenue, Unit 4-7  
Markham, ON L3R 0H1

Attention: Kapil Sunak  
Email: [ks@bosslogo.com](mailto:ks@bosslogo.com)

with a copy to:

**The Law Office of Jay Chauhan**  
330 Highway 7 East, Suite 309

Richmond Hill, ON L4B 3P8

Attention: Jay Chauhan  
Email: [jay@jaychauhan.com](mailto:jay@jaychauhan.com)

Notice to the Lender shall be sent to:

The Toronto-Dominion Bank  
Financial Restructuring Group  
3140 Dufferin Street  
Toronto, Ontario M6A 2T1

Attention: Joshua Michor  
Email: [Joshua.Michor@td.com](mailto:Joshua.Michor@td.com)

with a copy to:

Aird & Berlis LLP  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

Attention: Kyle Plunkett  
Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

## **8.9 Binding and Enforceable Agreement**

In order for this Agreement to be binding and enforceable, it shall be signed by the Borrower by no later than 3:30 p.m. (Toronto time) on August 9, 2018.

## **8.10 Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or portable document format (“PDF”) form and the parties adopt any signatures received by emailed PDF as original signatures of the parties, provided, however, that any party providing its signature in such manner will promptly forward to the other party an original of the signed copy of the Agreement which was so emailed.

## **8.11 No Set Off, etc.**

The Borrower reaffirms that the Financing Agreements remain in full force and effect as amended hereby and acknowledge and agree that there is no defence, set off or counterclaim of any kind, nature or description to its obligations arising under the Financing Agreements as a result of the execution of this Agreement or otherwise.

## **8.12 Independent Legal Advice, etc.**

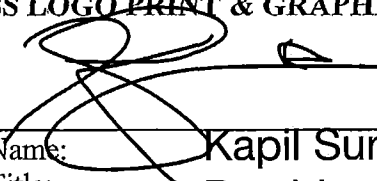
The Borrower acknowledges and declares that: (a) it has had an adequate opportunity to read and consider this Agreement and to obtain such advice in regard to it as it considers

advisable, including, without limitation, independent legal advice; (b) it fully understands the nature and effect of this Agreement; and (c) this Agreement has been duly executed voluntarily.

*[This remainder of this page is intentionally left blank.]*

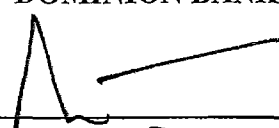
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above mentioned.

**BOSS LOGO PRINT & GRAPHICS INC.**

By:   
Name: Kapil Sunak  
Title: President /CEO

*I have authority to bind the corporation.*

**THE TORONTO-DOMINION BANK**

By:   
Name: JOSHUA MICHOR  
Title: ACCOUNT MANAGER

*I have authority to bind the Bank.*

**SCHEDULE "A"**  
**SECURITY**

1. General Security Agreement, made by the Borrower in favour of the Lender, dated June 20, 2017.
2. Insurance Assignment, Warranty and Undertaking, made by the Borrower in favour of the Lender, dated June 20, 2017.

**SCHEDULE "B"**  
**CONSENT TO RECEIVER**

**TO:**           The Toronto-Dominion Bank ("the Lender")

**AND TO:**    its solicitors, Aird & Berlis LLP

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Boss Logo Print & Graphics Inc. (the "Debtor") hereby consents to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtor's assets, property and undertaking and any and all of the Debtor's books and records (collectively, the "Assets"); and/or (ii) the immediate appointment by Court Order of an interim receiver, receiver or receiver and manager of the Assets pursuant to subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.

**DATED** this \_\_\_ day of \_\_\_\_\_, 2018

**BOSS LOGO PRINT & GRAPHICS INC.**

By: \_\_\_\_\_

Name:

Title:

**Kapil Sunak**

**President /CEO**

*I have authority to bind the corporation.*



**SCHEDULE "C"  
CONSENT TO JUDGMENT**

Court File No. \_\_\_\_\_

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

BETWEEN:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BOSS LOGO PRINT & GRAPHICS INC.**

Respondent

**CONSENT**

The undersigned consents to Judgment, in substantially the same form as that attached hereto as **Exhibit A**, being entered against them.

The undersigned also certifies that the Judgment being sought herein does not affect the rights of any person under disability.

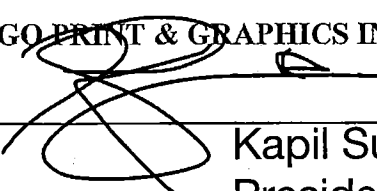
DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**BOSS LOGO PRINT & GRAPHICS INC.**

By: \_\_\_\_\_

Name:

Title:

  
Kapil Sunak

President /CEO

*I have authority to bind the corporation.*

**EXHIBIT A**

Court File No. \_\_\_\_\_

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**BETWEEN:**

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BOSS LOGO PRINT & GRAPHICS INC.**

Respondent

**JUDGMENT**

**THIS APPLICATION**, made by the applicant on consent, for judgment against the respondent, Boss Logo Print & Graphics Inc. was heard this day at Toronto, Ontario.

**ON READING THE CONSENT** signed by the respondent, Boss Logo Print & Graphics Inc., and upon hearing the submissions of counsel for the applicant,

1. **THIS COURT ORDERS AND ADJUDGES** that the respondent, Boss Logo Print & Graphics Inc., pay to the applicant the sum of \$1,007,439.12 together with interest thereon at the Prime Rate plus 0.75% *per annum* from the 20<sup>th</sup> day of June, 2018 until the date of payment in full in respect of the obligations of Boss Logo Print & Graphics Inc. to the applicant in respect of the operating facility.

2. **THIS COURT ORDERS AND ADJUDGES** that the respondent, Boss Logo Print & Graphics Inc., pay to the applicant the sum of \$1,259,573.43 together with interest thereon at the Prime Rate plus 1.75% *per annum* from the 20<sup>th</sup> day of June, 2018 until the date of payment in full in respect of the obligations of Boss Logo Print & Graphics Inc. to the applicant in respect of the term loan facility.

Confidential

3. **THIS COURT ORDERS AND ADJUDGES** that the respondent, Boss Logo Print & Graphics Inc., pay to the applicant the sum of \$91,863.33 together with interest thereon at 24.00% *per annum* from the 2<sup>nd</sup> day of August, 2018 until the date of payment in full in respect of the obligations of Boss Logo Print & Graphics Inc. to the applicant in respect of the lease facility number 2017260430.

4. **THIS COURT ORDERS AND ADJUDGES** that the respondent, Boss Logo Print & Graphics Inc., pay to the applicant the sum of \$891,931.84 together with interest thereon at 18.00% *per annum* from the 2<sup>nd</sup> day of August, 2018 until the date of payment in full in respect of the obligations of Boss Logo Print & Graphics Inc. to the applicant in respect of the lease facility number 17003460.

5. **THIS COURT ORDERS AND ADJUDGES** that the costs of this application are fixed on the substantial indemnity scale in the amount of \$\_\_\_\_\_ and are payable forthwith by the respondent, Boss Logo Print & Graphics Inc., to the applicant.

This Judgment bears interest on the sum of \$\_\_\_\_\_ at the rate of \_\_\_\_% *per annum*, commencing on its date.

\_\_\_\_\_

**THE TORONTO-DOMINION  
BANK**

- and -

**BOSS LOGO PRINT & GRAPHICS INC.**

Applicant

Respondent

Court File No.

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**


**Proceedings commenced at Toronto**

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**JUDGMENT**

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**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett (LSUC No. )**  
Tel: 416.865.3406  
Fax: 416.863.1515  
E-mail: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

*Lawyers for the Applicant*

**THE TORONTO-DOMINION  
BANK**

- and -

**BOSS LOGO PRINT & GRAPHICS INC.**

Applicant

Respondent

Court File No.

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**


**Proceedings commenced at Toronto**

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**CONSENT**

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**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett (LSUC No. )**

Tel: 416.865.3406

Fax: 416.863.1515

E-mail: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

*Lawyers for the Applicant*

33325635.7

# Tab M

Attached is Exhibit "M" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
A Commissioner, etc.  
SHAKARA JOHN



**APPOINTMENT OF PRIVATE RECEIVER**

**TO: MNP LTD.**

**RE: Indebtedness of Boss Logo Print & Graphics Inc. (the "Company") to  
The Toronto-Dominion Bank ("TD")**

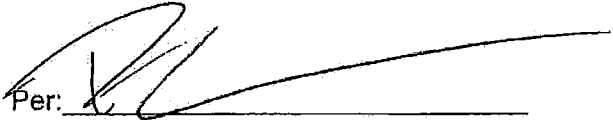
TD, as holder of a General Security Agreement dated June 20, 2017 (hereinafter called the "Security") given by the Company, hereby appoints MNP Ltd. (the "Receiver") as receiver of the Company pursuant to the terms of the said Security with such powers as are provided in the Security and by law, including the power:

1. to take possession of all the property and undertaking of the Company; and
2. to sell or otherwise dispose of the property of the Company pursuant to the power of sale provisions contained in the Security and the applicable law.

Pursuant to the terms of the Security, you are deemed to be the agent of the Company and the Company shall be responsible for your acts, defaults, remuneration and expenses and TD shall not be in any way responsible for your misconduct or negligence.

DATED at Toronto, Ontario, this 4th day of September, 2018.

**THE TORONTO-DOMINION BANK**

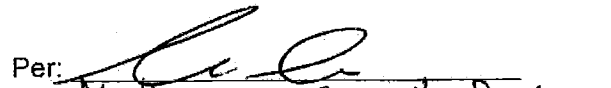
Per: 

I have the authority to bind the bank

**MNP LTD.** hereby consents to act as Receiver of the Company in accordance with the terms and conditions above.

DATED at Toronto, this 4th day of September, 2018.

**MNP LTD.**

Per:   
Matthew Lam, Senior Vice President  
I have authority to bind the Corporation

33589096.2

**Tab N**

Attached is Exhibit "N" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
\_\_\_\_\_  
A Commissioner, etc.  
SHAKIRA JOHN

Court No.

*ONTARIO*  
SUPERIOR COURT OF JUSTICE

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF  
BOSS LOGO PRINT & GRAPHICS INC.,  
of the City of Markham, in the Province of Ontario

**CONSENT TO BANKRUPTCY ORDER**

The undersigned, in its capacity as the President of Boss Logo Print & Graphics Inc., the insolvent debtor, does hereby consent to the issuance of a Bankruptcy Order in respect of Boss Logo Print & Graphics Inc.

DATED at Markham, this 4 day of September, 2018.

**BOSS LOGO PRINT & GRAPHICS INC.**

By: 


Name: Kapil Sunak

c/s

Title: President

Tab 0

Attached is Exhibit "O" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 18<sup>th</sup> day of September, 2018

  
A Commissioner, etc.  
SHAKARA JOHN



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of: Ontario  
Division No.: 09 - Toronto  
Court No.: 31-2420697  
Estate No.: 31-2420697

In the Matter of the Bankruptcy of:

**Boss Logo Print & Graphics Inc**  
Debtor

**MNP LTD / MNP LTÉE**  
Licensed Insolvency Trustee

Ordinary Administration

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|                              |  |           |        |
|------------------------------|--|-----------|--------|
| Date and time of bankruptcy: | September 14, 2018, 13:24  | Security: | \$0.00 |
| Date of trustee appointment: | September 14, 2018   |           |        |
| Meeting of creditors:        | October 01, 2018, 13:00<br>111 Richmond ST W, Suite 300<br>Toronto, Ontario<br>Canada, |           |        |
| Chair:                       | Trustee  |           |        |

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CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy;  
and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: September 14, 2018, 13:32

E-File/Dépôt Electronique

Official Receiver

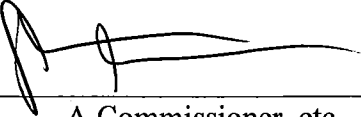
151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada



Tab P

Attached is Exhibit "P" Referred to in the  
AFFIDAVIT OF PETER HANKE  
Sworn before me this 12<sup>th</sup> day of September, 2018

  
\_\_\_\_\_  
A Commissioner, etc.  
SHAKARA JOHN

We are restructuring and streamlining our production processes as such orders can now be picked up from 1550 Caterpillar Rd, Mississauga, ON L4X 1E7. Please call 416 657 2677 for more information

Chat Offline

Log in



Product All



Spot UV & Raised Foil



Large Format



White Label Print Site



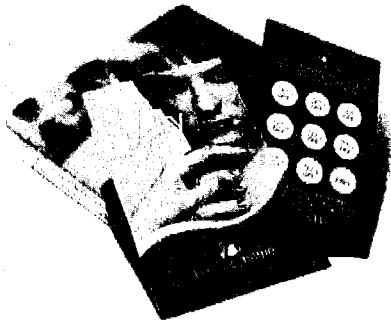
Business Cards



Calendar - Desk



Books - F



## Business Card

### Description:

The best way to connect with others about yourself and your business. Go for the classic look, or go all out in your creativity- our business cards are fully customizable to serve your needs.

Available Templates:

### Description \*

Enter Description (20 max)

If you have notes, please enter it on upload page

### Turnaround \*

\* 1,00 pm cut-off time  
Order now and this item is estimated to be ready by:

- Normal
- Rush

### Summary

Business Card - (3.5 x 2)

Login to view Price

### Shipping Estimate

Estimate Shipping

### Product



### Product Detail

Size : 3.5 x 2

Choose a Product:

Business Card - (3.5 x 2)

Quantity:

Select Quantit

### Stocks

### Spot UV and Raised Foil

### Personalized boxes

### Finishing

### Place Order

#### Be A BOSS

- Pricing
- Quality
- Large Format
- Packaging
- Stock Selection
- Sample Book
- Turnaround

#### Products

#### Company

#### Resources

- Holiday Hours
- Video Tutorials
- Layout Templates
- File Specifications
- Terms and Conditions

#### Support

Contact Us

Social Media

Contact Us

Recent Tweets:Boss Rules

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----- Forwarded Message -----

From: "donotreply@bosslogo.com" <donotreply@bosslogo.com>

To: "kim\_sukul@yahoo.ca" <kim\_sukul@yahoo.ca>

Sent: Tuesday, September 4, 2018, 10:59:55 a.m. EDT

Subject: Important Message from BOSS LOGO

Order Online Mon-Fri 8am-6pm EST 1-866-689-BOSS



We are restructuring and streamlining our production processes as such orders can now be picked up from 1550 Caterpillar Rd, Mississauga, ON L4X 1E7. Our phone systems will be up shortly in the meantime please use our request a callback feature on our website.

Get the BOSS working for  
you  
[bosslogo.com](http://bosslogo.com)

We are here to help:  
[Customer Service Email](mailto:CustomerServiceEmail)

**THE TORONTO-DOMINION BANK**

- and -

**BOSS LOGO PRINT & GRAPHICS INC**

Applicant

Respondent

Court File No. CV-18-00605297-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**Proceedings commenced at Toronto**

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**AFFIDAVIT OF PETER HANKE  
(sworn September 18, 2018)**

---

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle B. Plunkett (LSO # 61044N)**  
Tel: (416) 865-3406  
Fax: (416) 863-1515  
Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

**Shakaira John (LSO # 72263D)**  
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Email: [sjohn@airdberlis.com](mailto:sjohn@airdberlis.com)

*Lawyers for The Toronto-Dominion Bank*

# TAB 3



**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

THE HONOURABLE \_\_\_\_\_ ) WEDNESDAY, THE 19<sup>TH</sup> DAY  
 )  
JUSTICE \_\_\_\_\_ ) OF SEPTEMBER, 2018

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BOSS LOGO PRINT & GRAPHICS INC**

Respondent

**ORDER**  
**(appointing Receiver)**

**THIS APPLICATION** made, *ex parte*, by The Toronto-Dominion Bank ("**TD Bank**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing MNP Ltd. ("**MNP**") as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Boss Logo Print & Graphics Inc (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Peter Hanke sworn September 18 and the Exhibits thereto and the Consent to Receiver in favour TD Bank, and on hearing the submissions of counsel for TD Bank, counsel for the Receiver, and on reading the consent of MNP to act as the Receiver,

## **SERVICE**

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

## **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

## **RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including, without limitation, any of the Debtor's web based platforms, all access and source codes, all domain names and intellectual property software licenses;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, third party software technicians, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate, and without limiting the generality of the foregoing, the Receiver is hereby authorized, *nunc pro tunc*, to carry-

out a sales process for the Property in accordance with the steps and timelines set out in Schedule "A" attached hereto;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$150,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000 or if the Property is sold by public auction by an independent third-party auctioneer following receipt of auction proposals; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver'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 Receiver'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 Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

**NO PROCEEDINGS AGAINST THE RECEIVER**

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (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 THE RECEIVER**

11. **THIS COURT ORDERS** that 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 the Debtor, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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, payroll services, insurance, transportation services, utility or other services to

the Debtor 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 the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current 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 Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

### **PIPEDA**

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal



information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver 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 Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver'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.

### **LIMITATION ON THE RECEIVER'S LIABILITY**

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, including any Encumbrances in favour of TD Bank, but excluding (a) any validly perfected purchase money security interest or other perfected security interest that is determined to be in priority TD Bank's position as determined by the *Personal Property Security Act*, R.S.O 1990, c. P.10 as amended (the "**PPSA**") or such other applicable legislation, and (b) statutory super-priority deemed trusts and liens created under sections 14.06(7), 81.4(4), and 81.6(2) of the BIA (collectively with (a) and (b), the "**Priority Charges**").

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates

and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$75,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all Encumbrances in favour of any Person, other than the Priority Charges and the Receiver's Charge.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

25. **THIS COURT ORDERS** that TD Bank or the Receiver shall be entitled, on a subsequent motion on not less than seven (7) days' notice to those Persons likely to be affected thereby, to seek priority of the Receiver's Charge and/or the Receiver's Borrowings Charge, ahead of any Encumbrances over which such charges have not obtained priority.

## **SERVICE AND NOTICE**

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<https://mnpdebt.ca/en/corporate/Engagements/boss-logo-print-graphics-inc>’.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute 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 facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile 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.

## **GENERAL**

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. **THIS COURT ORDERS** that the Receiver 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 Receiver 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.

32. **THIS COURT ORDERS** that the TD Bank shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the TD Bank's security or, if not so provided by the TD Bank's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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**SCHEDULE "A"**  
**SALE PROCESS AND TIME LINE**

1. Definitions. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the order of the Ontario Superior Court of Justice [Commercial List] (the "**Court**") (the "**Receivership Order**") authorizing, *nunc pro tunc* and among other things, the Receiver to conduct the marketing and sale of all or part of the Property of Boss Logo Print & Graphics Inc (the "**Company**") in accordance with the terms hereof.
2. Contacting Interested Parties. Commencing on September 12, 2018 the Receiver shall contact potential purchasers and used printing equipment dealers for the Property and advise such parties of the opportunity to acquire the Property (the "**Opportunity**"), as well as obtain auction/liquidation proposals ("**Proposals**") from auctioneers/liquidators ("**Auctioneers**").
3. Due Diligence. The Receiver shall make available to prospective purchasers (collectively, the "**Prospective Purchasers**") and Auctioneers (a) an information memorandum describing the Property and Opportunity in sufficient detail as is reasonably required by Prospective Purchasers and Auctioneers to consider submitting an offer/Proposals for the Property and facilitate the conduct of due diligence by Prospective Purchasers and Auctioneers; and, (b) arrange appointments to physically view the Property.
4. Offer Deadline. Any offers and Proposals to purchase the Property must be submitted in writing to and received by the Receiver at 111 Richmond Street West, Suite 300, Toronto, ON, M5H 2G4, attention: Echa Odeh, by no later than 5:00pm (Toronto Time) on September 25, 2018 (the "**Offer Deadline**").
5. Qualifying Offers. The Receiver in consultation with The Toronto-Dominion Bank ("**TD Bank**"), shall determine whether any offers are "**Qualifying Offers**". Qualifying Offers must, among other things, meet the following minimum criteria:
  - (a) the offer must be for a purchase price that the Receiver, in consultation with the TD Bank, would accept (subject to such further negotiation as may take place in accordance with this sales process);
  - (b) the offer must be for all or part of the Property (the "**Purchased Equipment**");
  - (c) the offer must be accompanied by a deposit in the form of certified cheque or bank draft payable to the Receiver in Trust which is equal to at least 15% of the aggregate purchase price payable under the offer;
  - (d) the offer must be irrevocable and open for acceptance for fifteen (15) business days following the Offer Deadline;
  - (e) the offer must not contain any contingency relating to due diligence or financing or any other material conditions precedent to the offeror's obligation to complete the transaction, other than court approval;
  - (f) the offeror must provide written evidence satisfactory to the Receiver of its ability to consummate the transaction; and
  - (g) the offer must be on such terms and conditions as are typical in the context of sales in

the context of court appointed receiver (and as will be set out in the form of sale agreement to be provided by the Receiver), which terms shall include without limitation: (i) the sale of the Purchased Equipment on an "as is, where is" basis, without any representations, warranties or conditions made or granted in connection therewith, (ii) the Purchased Equipment shall be removed from the Premises within ten (10) business days of the Closing Date (as such term is later defined), solely at the Successful Bidder's cost and expense, (iii) the Successful Bidder (as such term is later defined) shall be responsible for any and all repairs resulting from damage caused to the premises in its removal of the Purchased Equipment, and shall indemnify the Receiver on terms acceptable to the Receiver in connection therewith, (iv) the Successful Bidder shall leave the premises in a broom swept condition following its removal of the Purchased Equipment, and (v) that the completion of the transaction is conditional on the granting of an approval and vesting Order by the Court.

6. Negotiation of Qualifying Offers. The Receiver may, in consultation with the TD Bank, enter into negotiations with the offerors in respect of one or more of the Qualifying Offers in an effort to ascertain the highest and best offer. Additionally, it is open to the Receiver, in consultation with the TD Bank, to elect not to accept any of the Qualifying Offers, whether before or after negotiation of the same.
7. No Qualifying Offers. Should the Receiver, in consultation with the TD Bank, determine there to be no Qualifying Offers or elects not to accept any of the Qualifying Offers, the Receiver may select from the auction/liquidations proposal received to proceed to auction/liquidate the Property, without further order of the Court.
8. Successful Offer. By no later than five (5) Business Days following the Offer Deadline, the Receiver shall, in consultation with the TD Bank, determine the highest and best offer with respect to the Purchase Equipment (the "**Successful Offer**"), at which point the Receiver shall notify the successful bidder (the "**Successful Bidder**") of the acceptance of the Successful Offer. By no later than five (5) Business Days following the Offer Deadline, the Receiver shall, in consultation with the TD Bank, enter into a definitive agreement in connection therewith (the "**Purchase and Sale Agreement**"), subject to Court approval.
9. Court Approval of the Successful Offer. On or before October 19, 2018, the Receiver shall make a motion to the Court for approval of the Purchase and Sale Agreement and vesting order in respect of the same.
10. Closing. Closing shall occur within three (3) Business Days of obtaining Court approval of the Purchase and Sale Agreement and vesting order (the "**Closing Date**").
11. Return of Deposits. All deposits received (except such deposit forming part of the Successful Offer) shall be held by the Receiver in Trust until the execution of the Purchase and Sale Agreement and, thereafter, returned to the respective Prospective Purchasers thereafter. The deposit forming part of the winning Offer shall be dealt with in accordance with the Purchase and Sale Agreement.

Modifications. The Receiver reserves the right to amend the sales process steps and time line

**SCHEDULE "B"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that MNP LTD., the receiver (in such capacity, the "Receiver") of the assets, undertakings and properties Boss Logo Print & Graphics Inc acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 19<sup>th</sup> day of September, 2018 (the "Order") made in an action having Court file number CV-18-00605297-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person (other than the Priority Charges, as defined in the Order), but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver



to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MNP LTD.**, solely in its capacity as Receiver of  
the Property, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BOSS LOGO PRINT & GRAPHICS INC**

Respondent

Court File No. CV-18-00605297-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceedings commenced at Toronto

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**ORDER  
(Appointment Order)**

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*Lawyers for The Toronto-Dominion Bank*

# TAB 4

Revised: January 21, 2014  
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver  
Court File No. \_\_\_\_\_ CV-18-00605297-00CL

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**COMMERCIAL LIST**

THE HONOURABLE \_\_\_\_\_ )      DAY WEDNESDAY, THE  
19<sup>TH</sup> DAY )  
JUSTICE \_\_\_\_\_ )      OF  
SEPTEMBER, 20 2018

**PLAINTIFF<sup>1</sup>**

Plaintiff

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**DEFENDANT**

Defendant

**BOSS LOGO PRINT & GRAPHICS INC**

Respondent

**ORDER**  
**(appointing Receiver)**

<sup>1</sup> The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.  
This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

~~THIS MOTION made by the Plaintiff~~<sup>2</sup>APPLICATION made, ex parte, by The Toronto-Dominion Bank ("TD Bank") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing [RECEIVER'S NAME]MNP Ltd. ("MNP") as receiver ~~[and manager]~~ (in such capacities<sup>capacity</sup>, the "Receiver") without security, of all of the assets, undertakings and properties of [DEBTOR'S NAME]Boss Logo Print & Graphics Inc (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of [NAME]Peter Hanke sworn [DATE]September 18 and the Exhibits thereto and the Consent to Receiver in favour TD Bank, and on hearing the submissions of counsel for [NAMES], ~~no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE]TD Bank, counsel for the Receiver,~~ and on reading the consent of [RECEIVER'S NAME]MNP to act as the Receiver,

#### SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application is hereby abridged and validated<sup>3</sup> so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

#### APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, [RECEIVER'S NAME]MNP is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

<sup>2</sup> Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

<sup>3</sup> If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

### RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property; including, without limitation, any of the Debtor's web based platforms, all access and source codes, all domain names and intellectual property software licenses;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) ~~to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;~~
- (d) to engage consultants, third party software technicians, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.<sup>4</sup> The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate, and without limiting the generality of the foregoing, the Receiver is hereby authorized, nunc pro tunc, to carry-out a sales process for the Property in accordance with the steps and timelines set out in Schedule "A" attached hereto;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$          ,150,000, provided that the aggregate

<sup>4</sup> ~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

consideration for all such transactions does not exceed \$                  300,000 or if the Property is sold by public auction by an independent third-party auctioneer following receipt of auction proposals; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~[or section 31 of the Ontario *Mortgages Act*, as the case may be,]<sup>5</sup>~~ shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

<sup>5</sup> If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.



- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver'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 Receiver'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 Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

**NO PROCEEDINGS AGAINST THE RECEIVER**

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (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 THE RECEIVER**

11. **THIS COURT ORDERS** that 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 the Debtor, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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, payroll services, insurance, transportation services, utility or other services to

the Debtor 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 the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current 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 Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### **PIPEDA**

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal

information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver 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 Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver'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.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any

gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

## RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, ~~but subject to including any Encumbrances in favour of TD Bank, but excluding (a) any validly perfected purchase money security interest or other perfected security interest that is determined to be in priority TD Bank's position as determined by the *Personal Property Security Act*, R.S.O 1990, c. P.10 as amended (the "**PPSA**") or such other applicable legislation, and (b) statutory super-priority deemed trusts and liens created under sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.<sup>6</sup> (collectively with (a) and (b), the "**Priority Charges**").~~

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

<sup>6</sup> Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

## FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$          75,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, Encumbrances in favour of any Person, but subordinate in priority to together than the Priority Charges and the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "AB"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

25. **THIS COURT ORDERS** that TD Bank or the Receiver shall be entitled, on a subsequent motion on not less than seven (7) days' notice to those Persons likely to be affected thereby, to seek priority of the Receiver's Charge and/or the Receiver's Borrowings Charge, ahead of any Encumbrances over which such charges have not obtained priority.

**SERVICE AND NOTICE**

26. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<https://mnpdebt.ca/en/corporate/Engagements/boss-logo-print-graphics-inc>'.

27. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute 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 facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile 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.

**GENERAL**

28. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. ~~29.~~ **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 any foreign jurisdiction to give effect to this Order and to assist the Receiver and its 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. ~~30.~~ **THIS COURT ORDERS** that the Receiver 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 Receiver 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.

32. ~~31.~~ **THIS COURT ORDERS** that the Plaintiff TD Bank shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff TD Bank's security or, if not so provided by the Plaintiff TD Bank's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. ~~32.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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**SCHEDULE "A"**  
**SALE PROCESS AND TIME LINE**

1. Definitions. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the order of the Ontario Superior Court of Justice [Commercial List] (the "Court") (the "Receivership Order") authorizing, *nunc pro tunc* and among other things, the Receiver to conduct the marketing and sale of all or part of the Property of Boss Logo Print & Graphics Inc (the "Company") in accordance with the terms hereof.
2. Contacting Interested Parties. Commencing on September 12, 2018 the Receiver shall contact potential purchasers and used printing equipment dealers for the Property and advise such parties of the opportunity to acquire the Property (the "Opportunity"), as well as obtain auction/liquidation proposals ("Proposals") from auctioneers/liquidators ("Auctioneers").
3. Due Diligence. The Receiver shall make available to prospective purchasers (collectively, the "Prospective Purchasers") and Auctioneers (a) an information memorandum describing the Property and Opportunity in sufficient detail as is reasonably required by Prospective Purchasers and Auctioneers to consider submitting an offer/Proposals for the Property and facilitate the conduct of due diligence by Prospective Purchasers and Auctioneers; and, (b) arrange appointments to physically view the Property.
4. Offer Deadline. Any offers and Proposals to purchase the Property must be submitted in writing to and received by the Receiver at 111 Richmond Street West, Suite 300, Toronto, ON, M5H 2G4, attention: Echa Odeh, by no later than 5:00pm (Toronto Time) on September 25, 2018 (the "Offer Deadline").
5. Qualifying Offers. The Receiver in consultation with The Toronto-Dominion Bank ("TD Bank"), shall determine whether any offers are "Qualifying Offers". Qualifying Offers must, among other things, meet the following minimum criteria:

  - (a) the offer must be for a purchase price that the Receiver, in consultation with the TD Bank, would accept (subject to such further negotiation as may take place in accordance with this sales process);
  - (b) the offer must be for all or part of the Property (the "Purchased Equipment");
  - (c) the offer must be accompanied by a deposit in the form of certified cheque or bank draft payable to the Receiver in Trust which is equal to at least 15% of the aggregate purchase price payable under the offer;
  - (d) the offer must be irrevocable and open for acceptance for fifteen (15) business days following the Offer Deadline;
  - (e) the offer must not contain any contingency relating to due diligence or financing or any other material conditions precedent to the offeror's obligation to complete the transaction, other than court approval;
  - (f) the offeror must provide written evidence satisfactory to the Receiver of its ability to consummate the transaction; and
  - (g) the offer must be on such terms and conditions as are typical in the context of sales in the context of court appointed receiver (and as will be set out in the form of sale agreement to be provided by the Receiver), which terms shall include without

limitation: (i) the sale of the Purchased Equipment on an "as is, where is" basis, without any representations, warranties or conditions made or granted in connection therewith, (ii) the Purchased Equipment shall be removed from the Premises within ten (10) business days of the Closing Date (as such term is later defined), solely at the Successful Bidder's cost and expense, (iii) the Successful Bidder (as such term is later defined) shall be responsible for any and all repairs resulting from damage caused to the premises in its removal of the Purchased Equipment, and shall indemnify the Receiver on terms acceptable to the Receiver in connection therewith, (iv) the Successful Bidder shall leave the premises in a broom swept condition following its removal of the Purchased Equipment, and (v) that the completion of the transaction is conditional on the granting of an approval and vesting Order by the Court.

6. Negotiation of Qualifying Offers. The Receiver may, in consultation with the TD Bank, enter into negotiations with the offerors in respect of one or more of the Qualifying Offers in an effort to ascertain the highest and best offer. Additionally, it is open to the Receiver, in consultation with the TD Bank, to elect not to accept any of the Qualifying Offers, whether before or after negotiation of the same.
7. No Qualifying Offers. Should the Receiver, in consultation with the TD Bank, determine there to be no Qualifying Offers or elects not to accept any of the Qualifying Offers, the Receiver may select from the auction/liquidations proposal received to proceed to auction/liquidate the Property, without further order of the Court.
8. Successful Offer. By no later than five (5) Business Days following the Offer Deadline, the Receiver shall, in consultation with the TD Bank, determine the highest and best offer with respect to the Purchase Equipment (the "Successful Offer"), at which point the Receiver shall notify the successful bidder (the "Successful Bidder") of the acceptance of the Successful Offer. By no later than five (5) Business Days following the Offer Deadline, the Receiver shall, in consultation with the TD Bank, enter into a definitive agreement in connection therewith (the "Purchase and Sale Agreement"), subject to Court approval.
9. Court Approval of the Successful Offer. On or before October 19, 2018, the Receiver shall make a motion to the Court for approval of the Purchase and Sale Agreement and vesting order in respect of the same.
10. Closing. Closing shall occur within three (3) Business Days of obtaining Court approval of the Purchase and Sale Agreement and vesting order (the "Closing Date").
11. Return of Deposits. All deposits received (except such deposit forming part of the Successful Offer) shall be held by the Receiver in Trust until the execution of the Purchase and Sale Agreement and, thereafter, returned to the respective Prospective Purchasers thereafter. The deposit forming part of the winning Offer shall be dealt with in accordance with the Purchase and Sale Agreement.

Modifications. The Receiver reserves the right to amend the sales process steps and time line

**SCHEDULE "B"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that ~~RECEIVER'S NAME~~ MNP LTD., the receiver (in such capacity, the "Receiver") of the assets, undertakings and properties ~~DEBTOR'S NAME~~ Boss Logo Print & Graphics Inc acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 19<sup>th</sup> day of September, 2018 (the "**Order**") made in an action having Court file number CL CV-18-00605297-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person (other than the Priority Charges, as defined in the Order), but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, and the right of the Receiver to indemnify itself out of ~~such~~ the Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

~~[RECEIVER'S NAME]~~ **MNPLTD.**, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

**THE TORONTO-DOMINION BANK**

**- and -**

**BOSS LOGO PRINT & GRAPHICS INC**

**Applicant**

**Respondent**

**Court File No. CV-18-00605297-00CL**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

**Proceedings commenced at Toronto**

**ORDER**  
**(Appointment Order)**

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**Lawyers for The Toronto-Dominion Bank**

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# TAB 5

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**THE TORONTO-DOMINION BANK**

Applicant

- and -

**BOSS LOGO PRINT & GRAPHICS INC**

Respondent

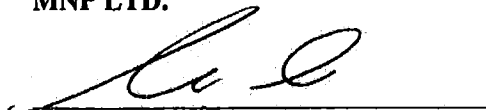
**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,  
R.S.O. 1990, c. C.43, AS AMENDED**

**CONSENT**

The undersigned, MNP Ltd. ("MNP"), hereby consents to the appointment of MNP as receiver, without security, of all of the assets, undertakings and property of Boss Logo Print & Graphics Inc pursuant to the provisions of subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and the terms of an order substantially in the form filed in the above proceeding.

DATED at Toronto, this 17<sup>th</sup> day of September, 2018.

**MNP LTD.**

  
Name: Matthew Lee  
Title: Senior Vice President

**THE TORONTO-DOMINION BANK**

- and -

**BOSS LOGO PRINT & GRAPHICS INC**

Applicant

Respondent

Court File No. CV-18-00605297-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceedings commenced at Toronto

**CONSENT**

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# TAB 6

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**THE TORONTO-DOMINION BANK**

- and -

**BOSS LOGO PRINT & GRAPHICS INC**

Applicant

Respondent

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceedings commenced at Toronto**

---

**APPLICATION RECORD  
(Returnable September 19, 2018)**

---

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