

**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**

**REPORT TO THE COURT SUBMITTED BY MNP LTD.,
IN ITS CAPACITY AS PRIVATELY-APPOINTED RECEIVER OF
BOSS LOGO PRINT & GRAPHICS INC**

September 17, 2018

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**REPORT TO THE COURT SUBMITTED BY MNP LTD.,
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BOSS LOGO PRINT & GRAPHICS INC**

September 17, 2018

I INTRODUCTION AND PURPOSE OF THIS REPORT

1. On September 4, 2018 (the “**Date of Receivership**”) and pursuant to the General Security Agreement, dated June 20, 2017 granted by Boss Logo Print & Graphics Inc (the “**Respondent**”) in favour of The Toronto-Dominion Bank (the “**TD Bank**”), MNP Ltd. (“**MNP**”) became the privately-appointed receiver (the “**Receiver**”) of the assets, property and undertakings of the Respondent that are subject to the security interests of the TD Bank (the “**Collateral**”). Attached hereto as **Appendix “A”** is a copy of the private receivership appointment letter.

2. Subsequently, on September 14, 2018 the Respondent made an assignment in bankruptcy and MNP was appointed as Licensed Insolvency Trustee of the Respondent, subject to affirmation of the appointment at the first meeting of creditors to be held on October 1, 2018.
3. On September 17, 2018, the TD bank filed an application (the “**Application**”) with Ontario Superior Court of Justice (Commercial List) (the “**Court**”) to convert the private receivership to a court-appointed receivership.
4. The purpose of this Report is to:
 - (a) provide the Court with information concerning the conduct of the Respondent, its owner and the Respondent’s assets, pre and post the Date of Receivership; and
 - (b) in support of the modification to the Model Receivership Order with respect to the approval of the Sales Process commenced by the Receiver, *nunc pro tunc*.

II TERMS OF REFERENCE

5. In preparing this Report, the Receiver has relied on information regarding the Respondent and the Collateral:
 - (a) included in the motion records and other materials filed with the Court by the Applicant in connection with these proceedings. Including, but not limited to information included in:
 - (i) the affidavit of Peter Hanke sworn September 17, 2018 (the “**Hanke Affidavit**”), which was attached to the Application Record;
 - (b) derived from discussions and information provided by the Respondent’s directors and management, former employees of the Respondent, customers of the

Respondent, representatives of the Respondent's landlord, trade creditors/suppliers of the Respondent, the TD Bank and its legal counsel; and

(c) as otherwise made available or provided to the Receiver and its counsel.

6. Except as described in this Report, the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada Handbook.
7. All currency references contained herein are in Canadian Dollars, unless otherwise specified.

III BACKGROUND

8. From July 5, 2018 to September 4, 2018 (the "**Pre-receivership Period**"), MNP acted as a consultant to the TD Bank to review (the "**Business Review**") the business and financial affairs of the Respondent, including to make an assessment of the estimated net realizable value of the Collateral. As part of the Business Review, MNP had attended at the Respondent's premises, municipally known as 3115 14th Avenue, Suites 4,5,6 & 7, Markham Ontario (the "**Premises**") on multiple occasions and toured the facility. In addition, the Receiver had engaged an appraiser, who appraised (on a forced liquidation basis) and prepared an inventory of all of the Respondent's equipment.
9. On August 2, 2018, the TD Bank and the Respondent entered into a forbearance agreement (the "**Forbearance Agreement**") to allow the Respondent to fully explore self-initiated efforts to sell the business as a going-concern (the "**Respondent's Sales Efforts**"). Based on Kapil Sunak ("**Kapil**"), president and CEO of the Respondent representations that he was close to secure offers for the purchase of the Respondent's business and/or assets, one of the milestone terms, was

that the Respondent was to secure by 5 PM on August 31, 2018, at least one (1) binding written offer for the Respondent's business and/or assets for a price of not less than \$3 million (the "**Offer Requirement**"). A copy of the Forbearance Agreement has been attached as Exhibit "L" to the Hanke Affidavit. Additionally, as part of the Forbearance Agreement and among other things, the Respondent consented to the appointment of a receiver.

10. In connection with the Forbearance Agreement, on August 24, 2018, Kapil presented to the TD Bank a draft offer (asset purchase agreement) with a purchase price of less than \$3 million, which he had solicited (the "**Offer**").
11. On or about August 31, 2018, the TD Bank advised the Respondent that Offer was significantly less than the amount necessary to repay the Respondent's indebtedness to the TD Bank, and as such the TD Bank was not prepared to discharge its security registrations to facilitate the sale. In addition, Kapil was advised that he had not satisfied the Offer Requirement under the Forbearance Agreement.
12. The Respondent defaulted under the terms of the Forbearance Agreement, as noted in Paragraph 16 of the Hanke Affidavit, which Kapil knew meant that enforcement by the TD Bank and a receivership was imminent.

IV TAKING POSSESSION

13. On or about 12 noon on September 4, 2018, the Receiver attended at the Premises to commence taking possession and control steps.
14. Upon arriving, the Receiver met with Kapil; there were no other employees present and working. The Receiver soon discovered that the office area had been cleaned out of virtually all of papers and equipment, including the Respondent's books and records and computers. Attached hereto

as **Appendix "B"** are some photographs taken by the Receiver of the offices at the Date of Receivership. When questioned on the lack of records and computers, Kapil's response was that he was trying to clean the Premises for the Receiver and that the computers were all old and were placed in the garbage. On further questioning, Kapil advised that he was also concerned with personal information on computers and in the hands of the Receiver, so he smashed all the hard drives before throwing them in the trash bin. On inspection of the trash bin, it was empty, wherein Kapil advised that it had been picked-up earlier.

15. On review of the plant area, the Receiver discovered it to be noticeably devoid of paper inventory and skids of incomplete print jobs, as compared to what MNP has previously observed during the pre-receivership period when it previously attended the Premises. Kapil advised that all completed jobs had been moved to the premises of Mi5 Print & Digital ("**Mi5**"), municipally known as 1550 Caterpillar Road, Mississauga, Ontario ("**Mi5's Premises**"). On further questioning on whether any paper inventory had been moved to Mi5's Premises, Kapil advised "No", and asserted that they had been working all weekend to complete jobs in anticipation of the closure/receivership and had used up much of the paper inventory.
16. The Receiver also asked Kapil whether any equipment parts, equipment or other inventory items had been removed. Kapil again advised "No", except for an Epson Stylus Pro 9900 printer which subject to the security interest of Heidelberg Canada Graphic Equipment Limited ("**Heidelberg CDA**"). Kapil further advised that this printer was removed in order to ensure that it was not locked up at the Premises with the other equipment by the receivership, such that Heidelberg could not retrieve it. Heidelberg CDA has confirmed to the Receiver that they were verbally notified that the aforementioned was moved and would make arrangement for its retrieval.

However, Heidelberg also notified the Receiver that there was three (3) other pieces of equipment subject their security interest that were not moved.

17. Following the Date of Receivership, the Receiver discovered that the Respondent's website, bosslogo.com, (the "**Website**") had been modified and had a banner at the top which stated as follows:

"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."

The address noted in the banner is the same as address as Mi5's Premises and is consistent with Kapil's advice that the print jobs were moved to Mi5. The Receiver notes that the above banner has since been removed from the Website.

18. Additionally, customers of the Respondent received an email, which detailed the same information mentioned in paragraph 17 above. A redacted copy of the email received by customers is attached hereto as **Appendix "C"**. The Receiver has redacted the email to protect the privacy of the customer.

19. The Receiver believes that the Website and associated domain name forms part of the Collateral, however, the Receiver had not yet taken any actions to take control of the Website, focusing rather on the realizing on the equipment as soon as possible in order to minimize occupancy costs. Additionally, from the Receiver's experience recognition by a domain name registrar, without a court order or proof the registrant's bankruptcy, to affect a transfer of ownership of the domain name can be difficult.

20. Despite requests to Kapil, the Receiver has yet to receive a full set of books and records, electronic or otherwise, for the Respondent. With the recently available powers afforded to the Trustee and

such additional powers contemplated in the proposed receivership order, the Receiver will seek to compel the provision of the missing books and records (paper, electronic or otherwise) from any parties who may have them in their possession.

V PRELIMINARY INVESTIGATIONS

21. Since the Date of Receivership, the Receiver has, in order to identify the whereabouts of the missing computers, records, and other assets, been investigating the activities of the Respondent prior to the receivership, including discussions with suppliers, former employees and the landlord (collectively, the “**Concerned Parties**”).

22. Based on the Receiver’s discussions with the Concerned Parties, the Receiver has also learned that:

(a) Prior to the receivership, Kapil removed from the Premises an Apple desktop computer that was in his office, as well as the internal accountant’s desktop computer. It is the understanding of certain of the Concerned Parties that these computers were moved to Kapil’s personal residence;

(b) On Saturday, September 1, 2018, and in advance of the receivership, Kapil sent a text to the Respondent’s employees, which stated:

“I request that everyone come to work today and tomorrow and Monday BOSS LOGO Print & Graphics Inc. Will be closing down this coming Tuesday. I need everything to be removed and organized at work whatever work we can finish let's do this immediately. All personal belongings need to be removed. This information is privileged I will be making a formal announcement online. I NEED EVERYONES HELP”

- (c) Over the period from September 1 to 3, 2018 (the “**Labour Day Weekend**”), certain former employees assisted Kapil and others pack and remove records, inventory, completed jobs, and equipment, including printing equipment parts and computers;
- (d) A large rented truck from Bristol Car and Truck Rentals was seen backed-up to the loading docks over the Labour Day Weekend;
- (e) There was a large quantity of paper inventory that had recently been delivered to the Premises and was present on Friday, August 31, 2018, which was not present when the Receiver attend on September 4, 2018. The Receiver has been speaking with paper suppliers to determine whose paper inventory that was present on August 31, 2018, which was seen being prepared to be removed, and who would have might otherwise been entitled to a Section 81.1 claim. Based on discussions with SNZ Trading Inc. (“**SNZ**”), they made three (3) paper deliveries in the week (August 27 to 31, 2018) prior the Labour Day Weekend; the Receiver is awaiting further details from SNZ regarding the deliveries.
- (f) Parts to certain of the equipment were removed, including a five (5) stitcher heads to the Heidelberg Stitchmaster (the “**Stitcher**”), which forms part of the Collateral. Attached hereto as **Appendix “D”** is a picture of the Stitcher where the stitcher heads had been removed; and
- (g) There were a number of owned Apple desktop computers, which were fairly new; one of which had only recently been purchased, which were removed. Kapil alleges that certain computers were owned by some of the Respondent’s independent

contractors in the pre-press room; however, the Receiver has been advised by former employees that most of these computers were owned by the Respondent.

23. Based on the information gathered to date and from the Receiver's own observation both before and after the Date of Receivership, the Receiver believes that some assets of the Respondent were removed from the Premises, but further investigations are necessary to confirm such assets removed and where they were relocated to.

VI SALES PROCESS

24. As noted earlier in this Report, the Receiver has initially focused on taking steps to realize on the Collateral in order to minimize occupancy costs, which are estimated to be in excess of \$25,000 per month; given that such type of equipment is not easily move or cost effective to do so.
25. To that end, on September 12, 2018, the Receiver commenced a short, two (2) week marketing and sales process for the Collateral (the "**Sales Process**"), which sought to obtain offers for the Collateral from other printers and used equipment resellers, as well as auction/liquidation proposals from auctioneers/liquidators (collectively, the "**Prospective Bidders**"). An Information Memorandum (the "**IM**") was prepared and distributed a list of over 40 Prospective Bidders, and included the term of the Sales Process, the basic terms required to be part of the offer and a detail list of the equipment be offer for sale. Attached hereto as **Appendix "E"** is a copy of the IM.
26. With the private receivership now being convert to a court-appointed receivership, the Receiver is respectfully seeking that the Court approve the Sales Process commenced during the private receivership, *nunc pro tunc*, with some slight modifications (as noted below).
27. As with a Court-appointed receivership, any accepted offer(s) will likely require Court approval given the threshold sales limit amount under the Paragraph 3(k)(i) of the proposed receivership

appointment order. Accordingly, it will be necessary that the Sales Process be modified to reflect some changes in time lines and the requirement for court approval of the offer and authorization of the court-appointed receiver to complete the sale. Attached hereto as **Appendix "F"** is the modified Sales Process, that the Receiver is seeking approval of and is being attached to the proposed receivership appointment order.

28. The basic time lines for the modified Sales Process is as follows:

EVENT	TIMING
Distribute teaser and Information Memorandum to those identified as potential purchasers	Commencing on September 12, 2018
Due diligence period – Equipment viewings on an appointment only basis	Commencing on September 12, 2018 to Offer Deadline
Deadline for submission of offers (the " Offer Deadline ")	5:00 PM Toronto time on September 25, 2018
Assessment of offers and identification of superior offer	Within five (5) Business Days of Offer Deadline
Execute and finalize a Purchase and Sale Agreement with the Successful Bidder	Within five (5) Business Days of acceptance of the Successful Offer
Obtain approval of the Court of the Successful Offer	On or before October 19, 2018, make a motion to the Court for the approval of the Purchase and Sale Agreement
Closing of sale (the " Closing Date ")	Within three (3) Business Days of Court approval
Removal of Purchased Equipment	Within ten (10) Business days of the Closing Date

29. The Receiver believes that the short time frame for the Sales Process was justifiable for the following reasons:

- (a) The Respondent had actively canvassed the market in an attempt to sell the business and/or assets for more than two (2) months prior to the Date of Receivership (and the Receiver has also contacted these parties as part of the Sales Process);

- (b) The primary asset being offered for sale is printing equipment and does not warrant a significant due diligence period, given its nature and the knowledge level of the Prospective Bidders;
 - (c) The occupancy costs are high and erode value with a protracted sales process.
 - (d) Based on the Business Review conducted by MNP, it was estimated that the net realizable value of the Collateral is expected to be insufficient to fully repay the TD Bank, and therefore it is the TD Bank that has greatest economic interest the outcome of the Sales Process; and
 - (e) The TD Bank is in support of the Sales Process.
30. Additionally, should at the end of the Sales Process no acceptable offers be received, the Receiver respectfully request that the Court further authorize the Receiver to select one of the auction/liquidation proposals, which it has also sought, to realize on the Collateral, without further attendance or order of this Court. The Receiver is seeking this provision in order to streamline the process and minimize occupancy costs; with the auction, it is expected that occupancy costs will be incurred for a further 45 to 60 days.
31. It should be noted that the equipment subject to other secured creditors and/or parties' property interests are not significant to overall net realizable value of all of the Respondent's property, notwithstanding that will be covered by the contemplated receivership appointment order. Accordingly and should the order be issued, the Receiver will contact these other parties in connection such equipment and its inclusion in the Sales Process. Additionally, the Receiver intends to once the tangible property (equipment) has been addressed, look to realize on the Respondent's intangibles and intellectual property.

VI CONCLUSION

32. Based on the foregoing, the Receiver submits this Report to the Court in support of the Hanke Affidavit and the proposed modifications to the Model Receivership Order being sought by the TD Bank.

All of which is respectfully submitted this 17th day of September, 2018

MNP LTD.,
in its capacity as privately-appointed Receiver of
Boss Logo Print & Graphics Inc and not in its
personal or corporate capacities
Per:



Matthew Lem, CIRP
Licensed Insolvency Trustee

APPENDIX “A”

APPOINTMENT OF PRIVATE RECEIVER

TO: MNP LTD.

**RE: Indebtedness of Boss Logo Print & Graphics Inc. (the "Company") to
The Toronto-Dominion Bank ("TD")**

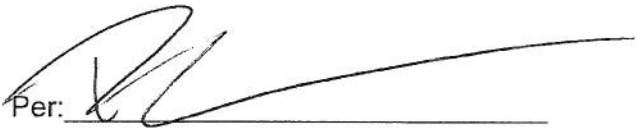
TD, as holder of a General Security Agreement dated June 20, 2017 (hereinafter called the "**Security**") given by the Company, hereby appoints MNP Ltd. (the "**Receiver**") as receiver of the Company pursuant to the terms of the said Security with such powers as are provided in the Security and by law, 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

APPENDIX “B”



Photograph of main office area (taken on September 4, 2018)



Photograph of accounting office (taken on September 4, 2018)



Photograph of accounting office (taken on September 4, 2018)

APPENDIX “C”

Matthew Lem



Subject:



FW: Important Message from BOSS LOGO

----- Forwarded Message -----

From: "donotreply@bosslogo.com" <donotreply@bosslogo.com>

To: [Redacted]

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

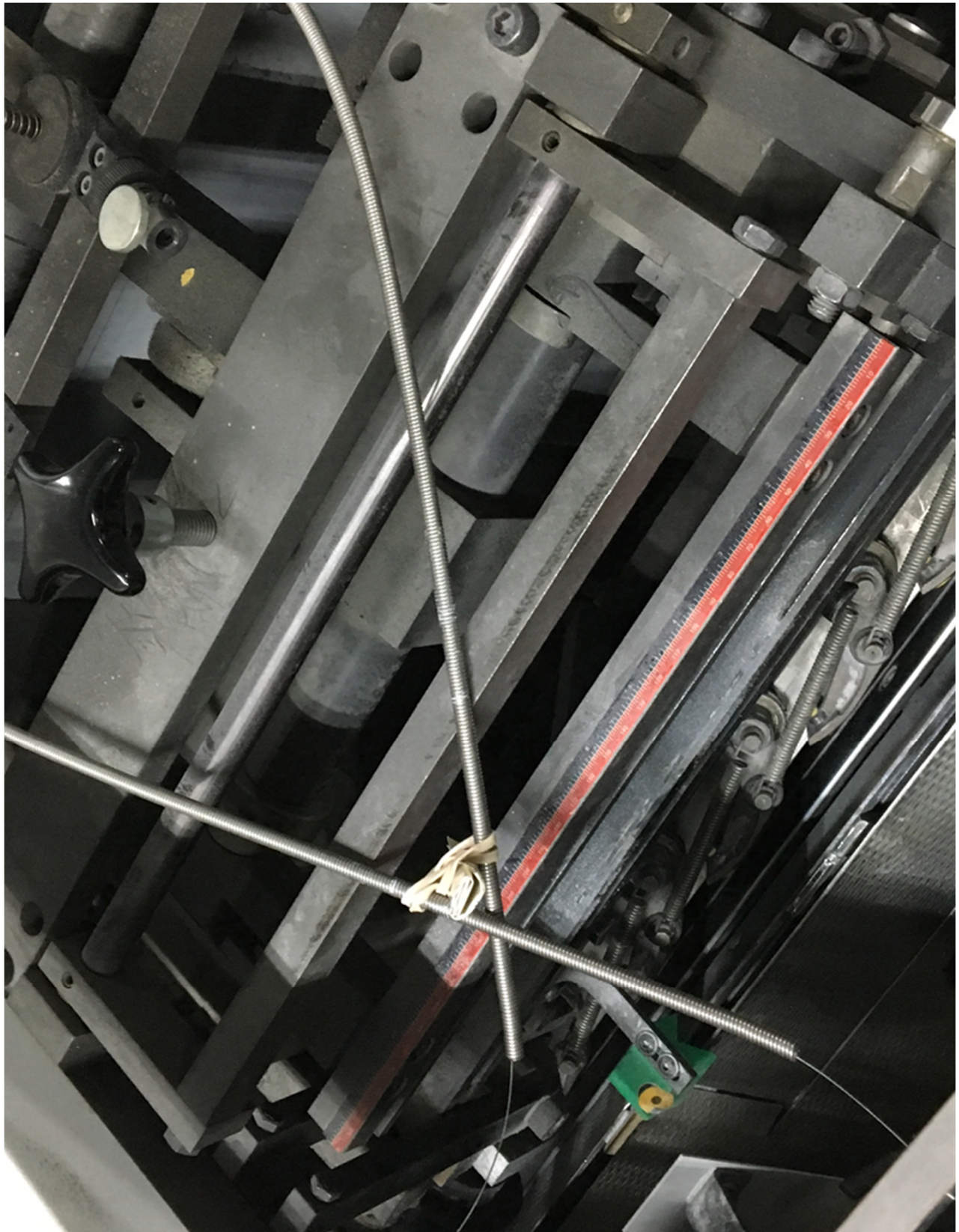


We are restructuring and streamlining our production processes as such orders can now be picked up from 1550 Caterpillar Rd, Mississauga, ON L4X 1E7. Our phone systems will be up shortly in the meantime please use our request a [callback](#) feature on our website.

Get the BOSS working for
you
bosslogo.com

We are here to help:
[Customer Service Email](#)

APPENDIX “D”



Photograph of Heidelberg Stitchmaster and missing stitcher heads (taken on September 15, 2018)

APPENDIX “E”



INFORMATION MEMORANDUM

Invitation for Offers – Boss Logo Print & Graphics Inc.

September 12, 2018

MNP LTD.,
In its capacity as Receiver of
Boss Logo Print & Graphics Inc.
300 - 111 Richmond Street West
Toronto, ON M5H 2G4

MNP CONTACT: Echa Odeh
PHONE: 416.515.5066
FAX: 416.323.5240
EMAIL: echa.odeh@mntp.ca

TO: ALL POTENTIAL PROSPECTIVE PURCHASERS

RE: Invitation for Offers – Boss Logo Print & Graphics Inc.

On September 4, 2018, Boss Logo Print & Graphics Inc. (the “**Company**”) was placed into receivership and MNP Ltd. was appointed as receiver, of all of the assets, undertakings and properties of the Company (the “**Receiver**”).

The Receiver is soliciting offers for the purchase and/or offers to liquidate the Receiver’s right, title and interest, if any, of the Company in the assets described in **Schedule “A”** attached hereto (collectively, the “**Equipment**”) located at 3115 14th Avenue, Units 4, 5, 6, & 7, Markham, Ontario (the “**Premises**”).

Potential Bidders will be invited to submit an offer for the purchase of the Receiver’s right, title and interest, if any, in all or part of the Equipment.

Offers must be submitted in the prescribed form and must be received by the Receiver by no later than 5:00 PM (Toronto, Ontario time) on September 25, 2018.

Offers to purchase must be accompanied by a minimum deposit (certified cheque or bank draft) equal to fifteen (15%) percent of the purchase price offered.

To obtain additional information regarding this opportunity and to arrange a viewing of the Equipment, please contact Echa Odeh by telephone at (416) 515-5066 or by email at echa.odeh@mnp.ca.

Yours truly,

MNP LTD.,
in its capacity as Receiver of
Boss Logo Print & Graphics Inc. and not in its personal or
corporate capacities
Per:



Matthew Lem, CIRP, LIT
Senior Vice President

INTRODUCTION AND DISCLAIMER

This Information Memorandum (“**IM**”) has been prepared from the Company’s available books and records and from other information (the “**Information**”) obtained by the Receiver in connection with the receivership. This IM is being provided to Potential Bidders for reference purposes only in connection with their conducting an evaluation of the Equipment and for the purpose of considering their interest in submitting an offer to purchase all or part of the Equipment. Furthermore, the provision of the IM to the recipients hereof and any Potential Bidders is subject to the understanding that:

1. The IM is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined herein. The Receiver assumes no responsibility or liability for losses occasioned to any person or persons as a result of the circulation, publication, reproduction or use of this IM;
2. Potential Bidders shall conduct at their own expense and risk any and all investigations and due diligence on the Equipment and the Information contained in this IM or that may be provided during this Sales Process as the Potential Bidder shall determine is appropriate and/or necessary in its sole discretion;
3. The Receiver specifically notes that it has not independently verified or audited any of the Information contained herein or that may be provided during this Sales Process.
4. The Receiver makes no representations or warranties, expressed or implied, as to the description, condition, size, quantity, value, fitness for use of the Equipment;
5. The Receiver provides no representations or warranties as to the accuracy, completeness or reliability of the Information contained in the IM or may be provided during this Sales Process, and shall have no liability for any representations expressed or implied herein, or for any omissions from the IM, or for any other written or oral communications transmitted to or received by the recipient and /or any Potential Bidder in the course of their evaluation of the Equipment, pursuing or proceeding in any way with respect to the same, or in connection with their preparation and submission of any offer in connection therewith;

The Receiver is neither obligated to provide any additional information to Potential Bidders, nor obligated to update or correct any inaccuracies or errors that may be contained in the IM or any of the Information that may be provided to Potential Bidders. Furthermore, the Receiver reserves the right to take any action whether in or out of the ordinary course, which it deems necessary or prudent in its absolute discretion, in connection with this Sales Process.

All figures in these documents are in Canadian dollars unless otherwise specified.

MARKETING AND SALE PROCESS TIMETABLE

The timetable for and list of key dates in this Sales Process are as follows:

EVENT	TIMING
Distribute teaser and Information Memorandum to those identified as potential purchasers	Commencing on September 12, 2018
Due diligence period – Equipment viewings on an appointment only basis	Commencing on September 12, 2018 to Offer Deadline
Deadline for submission of offers (the “ Offer Deadline ”)	5:00 PM Toronto time on September 25, 2018
Assessment of offers and identification of superior offer	Within five (5) Business Days of Offer Deadline
Execute and finalize a Purchase and Sale Agreement with the Successful Bidder	Within five (5) Business Days of acceptance of the Successful Offer
Closing of sale (the “ Closing Date ”)	Within three (3) Business Days of execution of the Purchase and Sale Agreement
Removal of Purchased Equipment	Within ten (10) Business days of the Closing Date

INSTRUCTIONS TO POTENTIAL BIDDERS

The Receiver hereby invites bids for the purchase of all or part of the Equipment.

The Receiver reserves the right to withdraw from this Sales Process and/or alter this Sales Process described above and timing thereof, at its sole discretion.

Any potential bidder that wishes to submit an offer to purchase all or part of the Equipment shall deliver to Receiver its offer in the prescribed form (attached hereto as **Schedule "B"**), together with the other offer requirements as set forth below, in a sealed envelope marked "BOSS LOGO PRINT & GRAPHICS INC. –SALES PROCESS", by no later than 5:00 p.m. (Toronto Time) on the 25th day of September 2018 (the "**Offer Deadline**"). All offers, must be delivered to the Receiver by the Offer Deadline at the following address:

MNP LTD.
300 – 111 Richmond St. W.
Toronto, ON M5H 2G4

Attention: Echa Odeh

Any documentation or other material provided to Potential Bidders relating to the Equipment which is the subject matter of the Terms and Conditions of Sale, including without limitation all related Schedules, has been prepared solely for the convenience of potential bidders and is not warranted to be complete or accurate and is not part of the Terms and Conditions of Sale.

Any potential bidder who submits an offer (hereinafter now referred to as the "**Bidder**") acknowledges and agrees to all of the terms and conditions as set-out in the IM and that it has had the opportunity to conduct its own due diligence and investigations in connection with the Equipment, as it shall determine is appropriate and necessary in its sole discretion, and that no representations, warranties, inducements or conditions expressed or implied, statutory or otherwise, have been given or made by the Receiver as to title, size, description, fitness for purpose, merchantability, quantity, quality, condition, or as to any other matter or thing whatsoever, except as expressly set forth in these Terms and Conditions of Sale and the Bidder shall be deemed to have relied solely on its own investigation and inspection of such matters.

The Equipment is being sold on an "as-is, where is" basis, without any representations, warranties or conditions made or granted in connection therewith.

Every offer submitted must be in the prescribed form attached as **SCHEDULE "B"** hereto. The Receiver reserves the right to reject any offer not provided in this format. All offers must be fully completed.

In addition to the offer form and the Deposit (as such term is later defined), each Bidder must also include:

- a) A representation of the Bidder and written evidence of available cash and/or a commitment for financing to evidence the Bidder's ability to consummate the proposed transaction as the Receiver may reasonably request;

- b) A copy of a resolution or similar document demonstrating authority to make an irrevocable offer, and to execute the transaction contemplated by the offer for all or part of the Equipment;
- c) A disclosure of the identity of each entity that will be bidding for all or part of the Equipment or otherwise participating with such offer and the complete terms of any such participation, if applicable; and

All offers submitted to the Receiver before the Offer Deadline may be opened by the Receiver prior to the Offer Deadline.

In the event that some of the offers submitted are substantially on the same terms and/or amounts, or any other reason in the sole discretion of the Receiver, the Receiver, may in its sole discretion call upon one or more Bidders to submit further offers.

The Bidder who has submitted the successful offer (hereinafter now referred to as the “**Successful Bidder**”) shall be notified of such acceptance in writing and sent by the Receiver to the address set forth in the Successful Bidder’s offer, by way of: (a) facsimile; (b) email; or, (c) personal delivery. Such notice shall be considered delivered and received, if by facsimile or email, on the date transmitted by facsimile or email; and if personally delivered, on the day that it is personally delivered.

The Receiver shall determine whether any offers are “**Qualifying Offers**”. Qualifying Offers must, among other things, meet the following minimum criteria:

- d) the offer must be for a purchase price that the Receiver would accept (subject to such further negotiation as may take place in accordance with this sales process);
- e) the offer must be for all or part of the Equipment;
- f) the offer must be accompanied by a deposit cheque in the form of a certified cheque or bank draft payable to the Receiver in Trust which is equal to at least fifteen (15%) percent of the aggregate price payable under the offer;
- g) the offer must be irrevocable and open for acceptance for fifteen (15) Business Days following the Offer Deadline;
- h) the offer must not contain any contingency relating to due diligence or financing or any material conditions precedent to the offeror’s obligation to complete the transaction;
- i) the offer must contain written evidence satisfactory to the Receiver of the ability to consummate the transaction; and
- j) the offer must be on such terms and conditions as are typical for sales in the context of restructuring and insolvency proceedings.

The highest or any offer for all or part of the Equipment will not necessarily be accepted. An *en bloc* offer for the Equipment is preferable over a piecemeal offer for the Equipment.

These Instructions to Potential Bidders and the Terms and Conditions of Sale, as set out below, shall collectively constitute the terms of the binding purchase and sale agreement between the Successful Bidder and the Receiver.

Each Bidder shall, with its offer, deliver to the Receiver by the Offer Deadline, a minimum deposit by way of certified cheque or bank draft payable to the Receiver of fifteen percent (15%) of the total offer (inclusive of applicable Harmonized Sales Tax (“HST”)) (the “Deposit”). If an offer is accepted, the corresponding Deposit shall be applied to the Purchase Price on the completion the transaction with the Successful Bidder. However, if an offer is accepted and the Bidder fails to complete the purchase of the Equipment in accordance with the terms of the agreement (otherwise than as a result of the default of the Receiver), the Receiver may (in addition to any other rights it may have) require that the Deposit and all other payments made by the Successful Bidder to the Receiver in connection with the Purchase Price shall be forfeited to the Receiver, as liquidated damages and not as a penalty. Without limiting the generality of the foregoing, in the event that the Successful Bidder defaults in the completion of the purchase and sale of the Equipment, the Equipment may be resold by the Receiver and the difference, if any, between the Purchase Price and the sale price to a subsequent Bidder, together with all charges and expenses regarding such purchase, less the Deposit and interest accrued thereon to the date of cancellation (if any) shall be paid by the Successful Bidder forthwith to the Receiver.

Any Deposit accompanying an offer that is not accepted by the Receiver, shall be returned to the Bidder, without interest, at the address given in its offer as soon as is reasonably possible after the Offer Deadline.

The Receiver, in participating in this Sales Process is acting solely in its capacity as Receiver of the Company and not in a personal or corporate capacity and shall have no personal or corporate liability of any kind whatsoever, including any personal or corporate liability to any Bidder whatsoever.

In consideration of the Receiver making available to any Bidder information regarding the Equipment and in consideration of the Receiver making available to Bidders the opportunity to inspect same, and by submitting an offer in response to this IM, each Bidder specifically acknowledges and agrees that its offer is irrevocable and cannot be withdrawn, varied, countermanded or retracted for a period of fifteen (15) Business Days following the Offer Deadline. Notwithstanding the acceptance of any other offer or any advice or communication by or between the Receiver and the Bidder, an offer is not rejected unless and until the Receiver has returned, and the Bidder is in receipt of, its Deposit that accompanied the offer.

All inquiries relating to this opportunity and this Sales Process should be directed to the designated representative of the Receiver noted below:

MNP LTD.
300 – 111 Richmond St. W.
Toronto, ON M5H 2G4

Attention: Echa Odeh

Phone: 416.515.5066
Fax: 416.323.5240
Email: echa.odeh@mnp.ca

TERMS AND CONDITIONS OF SALE

By submitting its offer, each Bidder specifically agrees that the hereinafter described Terms and Conditions of Sale are specifically incorporated into its offer and any subsequent purchase and sale agreement (the “**Purchase and Sale Agreement**”) that may be entered into between the Successful Bidder and the Receiver in order to complete the purchase of all or part of the Equipment (the “**Purchased Equipment**”). The terms shall include without limitation:

- i. the sale of the Purchased Equipment is on an “as is, where is” basis, as they shall exist, in the quantum and wherever located on the Closing Date (as such term is later defined);
- ii. the Purchased Equipment is being sold with no warranties or representations, expressed or implied, as to description, merchantable condition, title, fitness for purpose, or quantities.
- iii. the Purchased Equipment shall be removed from the Premises within ten (10) business days of the Closing Date, solely at the Successful Bidder’s cost and expense;
- iv. the Successful Bidder 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; and
- v. the Successful Bidder shall leave the Premises in a broom swept condition following its removal of the Purchased Equipment.

At or prior to the Closing Date of Purchase, the Receiver shall execute and deliver (or cause to be executed and delivered) to the Successful Bidder’s solicitors under appropriate trust and / or escrow conditions all documents (including the agreed upon Purchase and Sale Agreement to be drafted by the Receiver and its legal counsel) as may reasonably be necessary to transfer the Receiver’s interest, if any, in and to the Purchased Equipment to the Successful Bidder, or its nominee, in exchange for the purchase price (the “**Purchase Price**”) set-out in the Successful Offer. Any such documents shall be in such form and shall be of such content as required by the Receiver (acting reasonably) and shall not contain any covenant or representation by the Receiver.

The finalization and execution of a Purchase and Sale Agreement shall take place on or before five (5) Business Days following the Receiver’s notification to the Successful Bidder of the Receiver’s acceptance of the Successful Offer.

The completion of the purchase and sale shall take place on or before three (3) Business Days following the execution of the Purchase and Sale Agreement (the “**Closing Date**”).

The balance of the Purchase Price together with all applicable taxes shall be paid to the Receiver by cash, certified cheque, bank draft, solicitor trust cheque or money order in Canadian Dollars (“**CAD**”), on the Closing Date. Possession of the Purchased Equipment will not be granted until the balance of the Purchase Price has been paid in full.

Notwithstanding anything herein contained, the Purchased Equipment shall remain in the possession of and be at the risk of the Receiver until the Closing Date.

The validity and interpretation of these Terms and Conditions of Sale and of each provision and part thereof and of any Purchase and Sale Agreement entered into shall be governed by the laws of the Province of Ontario and applicable laws of Canada and the Ontario Superior Court of Justice (Commercial List) shall have exclusive jurisdiction over and with respect to any disputes arising out of the Terms and Conditions of Sale or any Purchase and Sale Agreement entered into pursuant to the Terms and Conditions of Sale and the Successful Bidder.

All Terms and Conditions of Sale as set-out herein are inserted for the benefit of the Receiver only and may be waived by the Receiver in whole or in part at any time.

Time shall be of the essence for the finalization and execution of any Purchase and Sale Agreement arising upon acceptance of the Successful Bidder.

The Purchase and Sale Agreement to be entered into pursuant to these Terms and Conditions of Sale shall enure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

The Terms and Conditions contained in the offer of the Successful Bidder shall not merge on the completion of the Purchase and Sale provided for herein but shall remain in full force and effect.

The Successful Bidder shall pay, on the Closing Date, in addition to the Purchase Price: (a) HST, if applicable; (b) All applicable federal and provincial taxes and duties; (c) Costs, if any, incurred by the Receiver in providing information, accounting and/or documentation to the Successful Bidder relating to the Purchased Equipment subsequent to the acceptance of the offer and prior to the Closing Date. If the costs referred to above cannot be determined on or before Closing Date, the Receiver shall have the sole and absolute discretion to defer the closing until such time as these costs can be determined. The determination of such costs rests solely with the Receiver and determination of such costs by the Receiver will be conclusive and binding on the Successful Bidder.

The Successful Bidder shall assume at its sole cost and expense, complete responsibility for compliance with all laws, municipal, provincial or federal, insofar as the same apply to the Purchased Equipment and the use thereof by the Successful Bidder.

Any term or condition contained in the Successful Bidder's offer or any agreement arising therefrom, which term or condition is for the sole benefit of the Receiver, may be waived by the Receiver, in whole or in part, and the Successful Bidder shall be bound by any such waiver.

EQUIPMENT LIST

BOSS LOGO PRINT & GRAPHICS INC.

ITEM #	LOCATION	QTY	DESCRIPTION
1	MAIN PLANT AREA	1	HEIDELBERG SPEEDMASTER 6 COLOR OFFSET PRESS MODEL XL105-6+L, COATING TOWER W/ ANILOX, PREPRESS FEEDER, PRESET PLUS DELIVERY, CP2000 MASTER LEVEL CONTROL ASSISTANT, IMAGE CONTROL, INK-LINE, AUTOPLATE, POWDER SPRAY, AUTO BLANKET WASHER, IN-PRESS, CAPTOR STAR, AUTO BACK WASHER, CLEAN STAR, S/N F5000838 (2008)
2	MAIN PLANT AREA	1	HEIDELBERG PLATE BENDER
3	MAIN PLANT AREA	1	HEIDELBERG PLATE PUNCH
4	MAIN PLANT AREA	1	TOPPY TWISTER HYDRAULIC LIFT SYSTEM MODEL 1000 AJ, 31"x 44" CAPACITY, 2,200 LB. CAPACITY, S/N 200807007 (2008) C/W TEMA VT24 DIGITAL CONTROLLER
5	MAIN PLANT AREA	1	HYSTER ELECTRIC PALLET TRUCK MODEL W45Z-HD, 4500 LB CAPACITY, S/N A419N03235N
6	MAIN PLANT AREA	9	U-LINE HYD PALLET TRUCKS, 5,000 LB. CAPACITY
7	MAIN PLANT AREA	1	HEIDELBERG FOLDING LINE C/W MODEL 1426E-C-3, S/N 140PA0001 C/W HEIDELBERG FOLDING MODEL 51426D-4-PDR-3 S/N141PA0001, HEIDELBERG FOLDER MODEL USA-86.1 S/N 77292, HEIDELBERG MODEL R16755 ANGLE FEEDER
8	MAIN PLANT AREA	1	HEIDELBERG FOLDING LINE C/W MODEL RFN-82 RIGHT HAND FOLDER S/N 011728, (2008), HEIDELBERG MODEL 2BUH-66 S/N 01063 (2008), HEIDELBERG MODEL RFH-82 S/N 01173 (2008) C/W MINI FOLDER
9	MAIN PLANT AREA	1	BOSTITCH 2 HEAD STITCHER MODEL 17E S/N 17E7026
10	MAIN PLANT AREA	1	HEIDELBERG STITCHMASTER MODEL ENM-100 6 POCKET BINDER PLUS COVER S/N000233 (2008), 2 HEAD STITCHER, HEIDELBERG CUT/TRIMMER MODEL ST100.211433 (2008) C/W FEED BELT
11	MAIN PLANT AREA	1	DUPLO BOOKLET MAKER MODEL DBM-120, 20 SHEET CAPACITY, 2 HEAD 5 STATION STAPLE HEAD
12	MAIN PLANT AREA	1	DUPLO TRIMMER MODEL DBM-120T S/N 101200114
13	MAIN PLANT AREA	1	BELL & HOWELL BAUM FOLDER MODEL T20X26PS S/N T2861226PS
14	MAIN PLANT AREA	1	BAUM PILE FEEDER UL ULTRATRIM
15	MAIN PLANT AREA	5	PHOENIX ELECTRIC WATER ACTIVATED TAPE DISPENSERS
16	MAIN PLANT AREA	1	SCHNEIDER SENATOR 48" CUTTER MODEL SEN-132 S/N5780 (1959) C/W MICROCUT DIGITAL BACK GAUGE
17	MAIN PLANT AREA	1	POLAR MOHR 48" CUTTER MODEL 137-EMC-MON S/N 57410202
18	MAIN PLANT AREA	1	POLAR MOHR AIR JOGGER
19	MAIN PLANT AREA	1	POLAR MOHR LIFTER MODEL VW1000-4 S/N 7072338, 1,000 KG CAPACITY
20	MAIN PLANT AREA	1	HEIDELBERG AUTOBOND MODEL MINI 76T PMH THIN FILM LAMINATOR C/W FEEDER, SHEETER, 29" X 41 1/4" SHEET SIZE, SEIMENS TOUCH SCREEN CONTROLLER, S/N 0807170 (2008) C/W TOOL-TEMP CONTROLLER
21	MAIN PLANT AREA	1	PNEUMATIC JOGGING TABLE 36" X 24"
22	MAIN PLANT AREA	1	EZ LIFT LIFTER MODEL EL1125-15000B S/N R272-08

BOSS LOGO PRINT & GRAPHICS INC.

ITEM #	LOCATION	QTY	DESCRIPTION
23	MAIN PLANT AREA	1	TEC LIGHTING INC. HIGH SPEED UV COATER, MODEL VFS-30HSC, 28" X 40" CAPACITY, S/N CONX2915
24	MAIN PLANT AREA	1	POLAR MOHR 52" CAPACITY CUTTER MODEL 137XT S/N 7741713 (2007) INCLUDING POLAR MOHR 1000 KG LIFTER MODEL LW1000-4, POLAR MOHR JOGGING TABLE MODEL RA4 S/N 7882018 (2008), HEIDELBERG WEIGHT STATION MODEL PC8200L S/N MIL70495, POLAR MOHR 200 KG LIFTER MODEL TR1300R-5 S/N 7793414 (2007)
25	MAIN PLANT AREA	1	PMC DIE CUTTER MODEL F.82 S/N F112Y
26	MAIN PLANT AREA	1	SCM CHALLENGER MODEL CMC-431A SINGLE CORNERING MACHINE S/N 2362A
27	MAIN PLANT AREA	1	CHALLENGE SINGLE HEAD DRILL
28	MAIN PLANT AREA	1	WOHLENBERG CUTTER MODEL 150 C/W MICROCUT CONTROLLER, 60" CAPACITY, S/N 123268
29	MAIN PLANT AREA	1	RAYMOND ELECTRIC REACH FORKLIFT MODEL 20i-RA30TT S/N 020D-91-33758, 3,000 LB CAPACITY, 2 STAGE MAST
30	MAIN PLANT AREA	1	KOMPAC KWICK STACKER
31	MAIN PLANT AREA	1	ROYAL SOVEREIGN 3011 LAMINATOR MODEL RS2-2702, S/N 09120009
32	MAIN PLANT AREA	1	MAXIT/DAIGE 28" LAMINATOR
33	MAIN PLANT AREA	1	POLAR MOHR 36" CUTTER, MODEL 76EM S/N 5761963 C/W CONTROLLER
34	MAIN PLANT AREA	1	MOLL FOLDING LINE C/W FRICTION FEEDER MODEL 26-48-4273CE, S/N BF1054-33-13 (2013) INCLUDING MOLL DIAL-A-STACKER, S/N 1911, MOLL SPRINT BOX POCKET, S/N 172, MOLL MARATHON MODEL 25-16-437ZCE, S/N MSP1039-12 (2012), MOLL VERSA-FOLD MODEL 26-43-4293CE S/N VETP1099-12 (2012)
35	MAIN PLANT AREA	2	DYNATEC MODEL DYNAMINI GLUE STATION, MODEL N52P122-EF S/N 265Y75-B & 265475-A (2012)
36	MAIN PLANT AREA	1	AIRTECH SCREW COMPRESSOR, 15 HP, 200PSI, SN S09850596-110
37	MAIN PLANT AREA	1	PURESTREAM AIR DRYER MODEL ACT100UP-MB, 100CSFM CAPACITY S/N 17R003108/17
38	MAIN PLANT AREA	1	FRIULAIR DRYER MODEL DFE-18, C/W DEVAIR STORAGE TANK
39	MAIN PLANT AREA	1	DEVAIR SCREW COMPRESSOR MODEL DSM-15D S/N CAI260344, (2007) C/W AIR STORAGE TANK
40	MAIN PLANT AREA	1	SEALER SHRINK TUNNEL LINE MODEL MT-1844
41	MAIN PLANT AREA	1	ORIGINAL HEIDELBERG CYLINDER PRINTING PRESS 15" X 20-1/2" S/N 957-429-44
42	MAIN PLANT AREA	1	ORIGINAL HEIDELBERG "S" SERIES CYLINDER LETTER PRESS, 25-1/4" X 35" CAPACITY, S/N N/A
43	MAIN PLANT AREA	1	HEIDELBERG WINDMILL DIE CUTTER/FOIL STAMPER PRESS S/N N/A
44	MAIN PLANT AREA	1	HEIDELBERG WINDMILL DIE CUTTER S/N 44516E
45	MAIN PLANT AREA	1	HEIDELBERG WINDMILL DIE CUTTER S/N N/A
46	MAIN PLANT AREA	1	HEIDELBERG WINDMILL DIE CUTTER S/N 53-685E

BOSS LOGO PRINT & GRAPHICS INC.

ITEM #	LOCATION	QTY	DESCRIPTION
47	MAIN PLANT AREA	1	BRAUSSE AUTOMATIC DIE CUTTER PRESS MODEL 1050SE, 1030 X 720 MM CAPACITY, 7500 SPH, 300 TON CAPACITY, S/N JZ-11568 (2005)
48	MAIN PLANT AREA	14	SECTIONS ASSORTED PALLET RACKING
49	MAIN PLANT AREA	LOT	ASST. BANDING CARTS, STRAPPERS, WAREHOUSE EQUIPMENT ETC.
50	DIGITAL ROOM	1	HEIDELBERG SUPRASETTER PLATE MASTER MODEL D-69115, S/N PP084300142 (2006)
51	DIGITAL ROOM	1	AGFA ELANTRIX PLATE PROCESSOR W/PLATE STACKER
52	DIGITAL ROOM	1	EPSON STYLUS PRO PRINTER MODEL 9880
53	DIGITAL ROOM	1	EPSON STYLUS PRINTER PRO MODEL 9800
54	DIGITAL ROOM	N/A	NOT FOR SALE
55	DIGITAL ROOM	1	PORTABLE FLIPPER W/ROLLING BASE
56	DIGITAL PRINT AREA	1	SCODIX DIGITAL ULTRA PRO DIGITAL ENHANCEMENT PRESS, MODEL SCO-1300-96, 21.5" X 31" SHEET SIZE, C/W COMPACT FOILER METALLIC EFFECT PRINTING HEAD, S/N003109, (2017)
57	DIGITAL PRINT AREA	1	KONGSBERG ESKO XP CNC CUTTER TABLE, 60" X 144" TABLE C/W ESCO VACUUM TABLE MODEL IS-F -20 S/N ESK03164 (2013) C/W IBAG CHILLER & RUWAC WS2200 VACUUM
58	DIGITAL PRINT AREA	1	HIKER RIVIT FASTNER MACHINE MODEL HM307AS S/N 14966
59	DIGITAL PRINT AREA	1	HIKER RIVIT FASTNER MACHINE MODEL HM308HMS/N 14964
60	DIGITAL PRINT AREA	1	AGFA JETI FLATBED PRINTER MODEL 1224 HDC RTR, HIGH DEF COLOUR S/N 4.82103A (2011)
61	DIGITAL PRINT AREA	1	FLEXA SIGN MAKER MODEL APOLLO I55 IMPLUSE WELDING MACHINE, 1500MM WORKING AREA, S/N 7496 (2012)
62	DIGITAL PRINT AREA	LOT	SERVER ROOM CONTENTS INCLUDING COMPUTER SERVERS, RACKS, ROUTERS/BACK-UP DRIVES, ETC
63	DIGITAL PRINT AREA	1	JAMES BURNS INT CLOSER MODEL CM24 S/N 905 (1987)
64	DIGITAL PRINT AREA	1	NEWBIND BOOK BINDER MODEL ADVENTURE PA-136 (2009)
65	DIGITAL PRINT AREA	1	XANTE MODEL ILUMINA DEP COLOR PRINTER IMAGER W/IN & OUT ENVELOPE FEED CONVEYOR
66	DIGITAL PRINT AREA	N/A	NOT FOR SALE
67	DIGITAL PRINT AREA	N/A	NOT FOR SALE
68	DIGITAL PRINT AREA	1	JAMES BURN INT MODEL EP700 MULTI HOLE PUNCH S/N 2758 (1986)
69	DIGITAL PRINT AREA	1	RENZ WIRE INSORTER MODEL RSB-360 S/N 827 (1995)
70	DIGITAL PRINT AREA	1	MUNTERS AIR CONDITIONER UNIT MODEL FCA-5-20 S/N 1402009417 - NOT WORKING
71	MAIN OFFICE AREA	LOT	OFFICE FURNITURE AND CONTENTS INCLUDING RECEPTION AREA, EXECUTIVE OFFICES, ACCOUNTING AREA, ETC.
72	DIGITAL PRINT AREA	1	PHOTOSTORY MANUAL BOOK BINDING MACHINE S/N 212010
73	MAIN PLANT AREA	1	GMP EXCELAM PLUS 27DSRE LAMINATOR
74	MAIN PLANT AREA	N/A	NOT FOR SALE

OFFER FORM

TO: MNP Ltd.
Receiver of
Boss Logo Print & Graphics Inc.
300 – 111 Richmond St. W.
Toronto, ON M5H 2G4
Attention: Echa Odeh

CONTACT INFORMATION

Name of the Bidder:

Address of Bidder:

Fax Number: _____

Phone Number: _____

Email: _____

On the basis of the Instructions to Potential Bidders and the Terms and Conditions of Sale as set forth in the Information Memorandum dated September 12, 2018, as amended, prepared for this Sales Process, the Bidder hereby offers to purchase the assets (the "**Purchased Equipment**") as noted below.

OFFER

The offer being submitted shall be for the Purchased Equipment on an "as is, where is" basis, as they shall exist, in the quantum and wherever located on the Closing Date.

The Bidder hereby offers the following amount for the Purchased Equipment *en bloc*: CAD \$
_____ **plus HST.**

Initials:

-OR-

The Bidder hereby offers the following amount for the Purchased Equipment on a piecemeal basis, as detailed in the attached (the attached list must include the Equipment item number, Equipment description and the offer amount for each item): CAD \$ _____ plus HST.

The amount of the offer is exclusive of and subject to all federal and provincial taxes which shall be payable by the Purchaser, where applicable, on the purchase of the Purchased Equipment.

DEPOSIT

Enclosed is the Bidder’s certified cheque or bank draft payable to “MNP Ltd., in trust” in the amount of (minimum deposit amount is fifteen percent (15%)): CAD \$ _____ representing _____% of the offer amount, inclusive of HST.

ACCEPTANCE OF TERMS

The undersigned agrees that this offer is being made subject to the Instructions to Potential Bidders and the Terms and Conditions of Sale as set forth in the Information Memorandum dated September 12, 2018, as amended, and any subsequent Purchase and Sale Agreement.

DATED AT _____ this _____ day of _____, 2018
(City or Town) (day) (month)

Name of Bidder, if a corporation (Print)
Per:

Name of Bidder, if an individual (Print)

-OR-

(Signature of Bidder)
Name:
Title:
I have the authority to bind the corporation

(Signature of Bidder)

(Signature of Witness)
Name of Witness (Print):

OFFER SUBMISSION CHECKLIST:

- Completed Form of Offer;
- Certified cheque or bank draft for deposit (minimum 15% of bid offer amount, inclusive of HST);
- Documentary evidence of available cash and/or a commitment for financing to evidence the Bidder's ability to consummate the proposed transaction;
- A copy of a resolution or similar document evidencing authority to make an irrevocable offer, and to execute the transaction contemplated by the offer;
- Details of the identity of each entity that will be bidding for the Equipment or otherwise participating with your submission of an offer and the complete terms of any such participation, if applicable;
- All of the above items enclosed in a sealed envelope marked:

"BOSS LOGO PRINT & GRAPHICS INC. – SALES PROCESS";
- Delivered sealed envelope to MNP Ltd. by **5:00 p.m. (Toronto Time)** by the **25th day of September 2018** at the following address:

**MNP LTD.
300 – 111 Richmond St. W.
Toronto, ON M5H 2G4**

RECEIPT OF DELIVERY

Received by: _____
(Signature)
Name:

Date: _____

Time: _____

APPENDIX “F”

MODIFIED SALES 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 *inter alia*, 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 acceptance of the Successful Offer, 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.