



Court File No. 08-CL-7840

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

**THE HONOURABLE MR.
JUSTICE MORAWETZ**

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**THURSDAY, THE 18th DAY
OF DECEMBER, 2008**

**IN THE MATTER OF AN APPLICATION UNDER SECTION
47(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C.
1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF SECTION 101 OF THE *COURTS
OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**BANK OF MONTREAL, AS AGENT FOR
BANK OF MONTREAL, THE BANK OF NOVA SCOTIA
AND ALBERTA TREASURY BRANCHES**

Applicant

- and -

**GRAFIKOM LIMITED PARTNERSHIP,
GRAFIKOM GENERAL PARTNER INC.,
GRAFIKOM.SPEEDFAST LIMITED
AND GRAFIKOM.GRENVILLE LIMITED**

Respondents

**APPROVAL AND VESTING ORDER
(PDI Transaction)**

THIS MOTION, made by RSM Richter Inc. in its capacity as the Court-appointed interim receiver under section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and receiver and manager under section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended (collectively, the "**Receiver**") of all of the assets, undertakings and

properties of Grafikom Limited Partnership, Grafikom General Partner Inc., Grafikom.Speedfast Limited and Grafikom.Grenville Limited ("**Grafikom**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and 7073259 Canada Inc. ("**PDI**") dated December 10, 2008, and appended to the First Report of the Receiver dated December 11, 2008 (together with all appendices thereto, the "**First Report**") as Appendix "H", the Occupancy and Management Agreement between the Receiver and PDI dated December 9, 2008 appended as Appendix "I" to the First Report (the "**Management Agreement**"), and vesting in PDI all of the Receiver's and Grafikom's right, title and interest, if any, in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion dated December 11, 2008, the First Report and on hearing the submissions of counsel for the Receiver, CIT Financial Ltd., 635609 Ontario Limited, Bank of Montreal, as Agent for Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (the "**Secured Lenders**"), and Steve Morrison, no one appearing for any other person on the service list, although properly served as appears from the affidavits of Martin Fagnant sworn on December 12, 2008 and Andrea Amaral-LeBlanc sworn on December 15, 2008, filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein be and it is hereby abridged, if necessary, that the motion is properly returnable today, that further service thereof be and is hereby dispensed with and that all parties entitled to receive service of the Notice of Motion have been duly served.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved. Each of the Sale Agreement and the Management Agreement are hereby approved, and the execution thereof by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to PDI.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of Receiver's certificate to PDI substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Receiver's and Grafikom's right, title and interest, if any, in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in PDI, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, leases or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Wilton-Siegel dated November 10, 2008; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Register of Personal and Movable Real Rights* (Quebec) or any other applicable personal property registry system.
4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds received by the Receiver from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims shall attach to such net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to PDI all human resources and payroll information in Grafikom's records pertaining to Grafikom's past and current employees. PDI shall

maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Grafikom.

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

(a) the pendency of these proceedings;

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

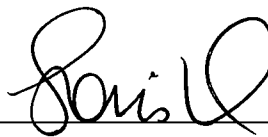
(c) any assignment in bankruptcy made in respect of Grafikom;

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

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario) and any similar legislation in any other applicable jurisdiction.

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or elsewhere to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order and, in particular, in vesting title to the Purchased Assets in PDI free and clear of all Claims. 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.

A handwritten signature in black ink, appearing to read "Louis Q.", is written over a horizontal line.

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

DEC 18 2008

PER / PAR: TV

Schedule "A"

Form of Receiver's Certificate

Court File No. 08-CL-7840

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

IN THE MATTER OF AN APPLICATION UNDER SECTION
47(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C.
1985, c. B-3, AS AMENDED

AND IN THE MATTER OF SECTION 101 OF THE *COURTS
OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**BANK OF MONTREAL, AS AGENT FOR
BANK OF MONTREAL, THE BANK OF NOVA SCOTIA
AND ALBERTA TREASURY BRANCHES**

Applicant

- and -

**GRAFIKOM LIMITED PARTNERSHIP,
GRAFIKOM GENERAL PARTNER INC.,
GRAFIKOM.SPEEDFAST LIMITED
AND GRAFIKOM.GRENVILLE LIMITED**

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Wilton-Siegel of the Ontario Superior Court of Justice (the "Court") dated November 10, 2008, RSM Richter Inc. was appointed as the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Grafikom Limited Partnership, Grafikom General Partner Inc., Grafikom.Speedfast Limited and Grafikom.Grenville Limited ("Grafikom").

B. Pursuant to an Order of the Court dated ●, the Court approved the agreement of purchase and sale dated ● (the "Sale Agreement") between the Receiver and 7073259 Canada Inc. (the "Purchaser") and provided for the vesting in the Purchaser of Grafikom's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections ● of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at ● [TIME] on ● [DATE].

RSM Richter Inc., in its capacity as interim receiver and receiver and manager of Grafikom Limited Partnership, Grafikom General Partner Inc., Grafikom.Speedfast Limited and Grafikom.Grenville Limited and not in its personal capacity

By: _____

Name: ●

Title: ●

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 47(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

BANK OF MONTREAL, AS AGENT FOR - and -
BANK OF MONTREAL, THE BANK OF
NOVA SCOTIA AND ALBERTA
TREASURY BRANCHES

GRAFIKOM LIMITED PARTNERSHIP, GRAFIKOM GENERAL PARTNER
INC., GRAFIKOM.SPEEDFAST LIMITED AND GRAFIKOM.GRENVILLE
LIMITED

Applicant

Respondents

<p><i>Ontario</i></p> <p>SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p>Proceeding commenced at TORONTO</p> <p>APPROVAL AND VESTING ORDER (PDI Transaction)</p> <p>OSLER, HOSKIN & HARCOURT LLP P.O. Box 50, First Canadian Place Toronto, ON M5X 1B8</p> <p>Tracy C. Sandler (LSUC #32443N) (416) 862-5890 (416) 862-6666 (fax)</p> <p>Solicitors for RSM Richter Inc. in its capacity as Interim Receiver and Receiver and Manager of Grafikom Limited Partnership, Grafikom General Partner Inc., Grafikom.Speedfast Limited and Grafikom.Grenville Limited</p>	
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