

**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**

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

B E T W E E N:

**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

**MOTION RECORD
(motion returnable 5 January 2009)**

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TO: THE ATTACHED SERVICE LIST

Solicitors for the Applicant

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF AN APPLICATION UNDER
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Exhibit "D"	Notice and Statement of the Receiver dated 17 November 2008

Exhibit "E" Applications for Bankruptcy Order and Affidavits of Truth sworn 19
December 2008

SERVICE LIST

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AND TO: LANCE HOLDINGS LTD.
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Calgary, AB T2J 0N3

AND TO: PITNEY BOWES GLOBAL CREDIT SERVICES
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AND TO: UNISOURCE CANADA INC.
50 Wilmot Street
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AND TO: RYDER TRUCK RENTAL CANADA LTD.
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North York, ON M9L 1W8

AND TO: HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED
6265 Kenway Drive
Mississauga, ON L5T 2L3

AND TO: FUJI GRAPHIC SYSTEMS CANADA INC.
6425 Airport Road
Mississauga, ON L4V 1E4

600 Suffolk Court
Mississauga, ON L5R 4G4

AND TO: FUJIFILM CANADA INC.
600 Suffolk Court
Mississauga, ON L5R 4G4

AND TO: NAVIGATE CAPITAL CORP.
1281 West Georgia, 9th Floor
Vancouver, BC V6E 3J7

AND TO: FUJI PHOTO FILM CANADA INC.
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Mississauga, ON L5R 4G4

AND TO: XEROX CANADA LTD
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Rob Hutchison
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Fax: 905-840-2269

- AND TO: PENSKE TRUCK LEASING CANADA INC./**
LOCATIONS DE CAMIONS PENSKE CANADA INC.
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- AND TO: MICHAEL WILLIAM BURKE/ DORTHY MARTHA BURKE**
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- AND TO: WILLIAM JOSEPH BURKE**
9 Alm Court
Aurora, ON L4G 6W7
- AND TO: MICHAEL FOSTER BURKE**
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- AND TO: CANADA REVENUE AGENCY**
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Calgary, AB T2G 0L1
- AND TO: REVENU QUEBEC**
Complexe Desjardins
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- AND TO: SHERBROOKE TAX SERVICES OFFICE**
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Post Office Box 1300
Sherbrooke QC J1H 5L8

TAB 1

**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**

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

B E T W E E N:

**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

**NOTICE OF MOTION
(returnable 5 January 2009)**

BANK OF MONTREAL, as agent (the “**Agent**”) for Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (collectively, the “**Lenders**”), will make a motion before a Judge presiding over the Commercial List on 5 January 2009 at 10:00 a.m. or as soon after that time as the motion can be heard at 330 University Avenue, Toronto, Ontario.

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

THE MOTION IS FOR:

1. An Order, substantially in the form attached as Schedule “A” hereto:
 - (a) if necessary, abridging the time for service of the Notice of Motion and the Motion Record so that the motion is properly returnable on 5 January 2009, and dispensing with further service thereof;
 - (b) lifting the stay of proceedings contained in paragraph 8 of the Order of The Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made 10 November 2008 (the “**Receivership Order**”) as against the Respondents with respect to bankruptcy proceedings to be commenced by the Agent against each of the Respondents by way of application pursuant to section 43 of the *Bankruptcy and Insolvency Act*, R.S.C. 1986, c. B-3, as amended (the “**BIA**”) (collectively, the “**Applications**”);
 - (c) dispensing with service of the Applications on the Respondents or any other party, other than RSM Richter Inc. (“**Richter**”), the Court-appointed interim-receiver and receiver and manager of the Respondents pursuant to the Receivership Order (the “**Receiver**”); and
 - (d) authorizing and directing the Receiver to immediately consent to the issuance of a bankruptcy order in the name of and on behalf of each of the Respondents in connection with the Applications.

THE GROUNDS FOR THIS MOTION ARE:

1. Grafikom Limited Partnership (the “**Borrower**”) is indebted to the Lenders in the approximate amount of \$49 million in respect of certain credit facilities extended by the Lenders to the Borrower.
2. Grafikom General Partner Inc., Grafikom.Speedfast Limited and Grafikom.Grenville Limited (collectively, the “**Obligors**”) each have guaranteed to the Agent the obligations of the Borrower to the Agent and the Lenders under or in connection with the credit facilities.
3. The Agent, on behalf of the Lender, holds security over all of the property and assets of the Borrower and the Obligors.

4. As a result of certain continuing defaults, the Agent demanded repayment of all of the Borrower's and the Obligors' obligations to the Lenders and issued Notices of Intention to Enforce Security pursuant to section 244 of the BIA.

5. The Agent brought an application for an Order pursuant to section 47(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, seeking the appointment of an interim receiver and receiver and manager over the property, assets and undertakings of the Respondents.

6. On 10 November 2008, the Receivership Order was granted and Richter was appointed Receiver.

7. The Lenders anticipate suffering a substantial shortfall in connection with the credit facilities. The Respondents are insolvent, as the aggregate of the property of the Respondents is expected not to be sufficient to enable payment of all of the Respondents obligations, due and accruing due, and they have ceased paying their current obligations in the ordinary course of business generally as they become due.

8. There are amounts currently owing by the Respondents that may, outside of bankruptcy, have priority over the Lenders' security upon all of the property of the Respondents (collectively, the "**Payables**").

9. The bankruptcy of the Respondents will provide an orderly and efficient means to provide information to all of the stakeholders of the Respondents. Additionally, the bankruptcy of the Respondents will provide that any priority that the Payables may have over the Lenders' security is reversed. The use of the BIA to alter priorities is a legitimate reason for the Agent to seek bankruptcy orders against the Respondents.

10. Rules 2.03 and 3.02 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

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

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

12. The Affidavit of James Di Giacomo sworn on 19 December 2008 and all exhibits attached thereto; and

13. Such further and other documents as counsel may advise and this Honourable Court may permit.

19 December 2008

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors
Scotia Plaza, 40 King Street West
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Solicitors for the Applicant

TO: THE SERVICE LIST

TAB A

SCHEDULE "A"

Court File No. 08-CL-7840

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

THE HONOURABLE)	MONDAY, THE 5 TH DAY
)	
JUSTICE)	OF JANUARY, 2009

B E T W E E N:

**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

ORDER

THIS MOTION, made by Bank of Montreal, as agent (the "**Agent**") for Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches, for an Order:

- (a) if necessary, abridging the time for service of the Notice of Motion and the Motion Record so that the motion is properly returnable on 5 January 2009, and dispensing with further service thereof;

- (b) lifting the stay of proceedings contained in paragraph 8 of the Order of The Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) made 10 November 2008 (the “**Receivership Order**”) as against the Respondents with respect to bankruptcy proceedings to be commenced by the Agent against each of the Respondents by way of application pursuant to section 43 of the *Bankruptcy and Insolvency Act*, R.S.C. 1986, c. B-3, as amended (the “**BIA**”) (collectively, the “**Applications**”);
- (c) dispensing with service of the Applications on the Respondents or any other party, other than the Receiver; and
- (d) authorizing and directing RSM Richter Inc., the Court-appointed interim-receiver and receiver and manager of the Respondents pursuant to the Receivership Order (the “**Receiver**”) to immediately consent to the issuance of a bankruptcy order in the name of and on behalf of each of the Respondents in connection with the Applications,

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

ON READING the Affidavit of James Di Giacomo sworn 19 December 2008 and all exhibits attached thereto, and on hearing the submissions of counsel for the Agent, the Receiver and such other counsel as may be present, and on reading the affidavit of service of ●, sworn ● December 2008, filed,

SERVICE

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

STAY OF PROCEEDINGS

2. **THIS COURT ORDERS AND DECLARES** that the stay of proceedings as against the Respondents contained in paragraph 8 of the Receivership Order be and the same is hereby lifted in connection with bankruptcy proceedings to be commenced by the Agent against each of the Respondents by way of application pursuant to section 43 of the BIA (collectively, the “**Applications**”).

3. **THIS COURT ORDERS** that service of the Applications upon the Respondents or any other party, other than the Receiver, is hereby dispensed with.

4. **THIS COURT ORDERS** that the Receiver is authorized and directed to immediately consent to the issuance of a bankruptcy order in the name of and on behalf of each of the Respondents in connection with the Applications.

IN THE MATTER OF AN APPLICATION UNDER SECTION 47 (1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3
AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43

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

- and -

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

Applicant	Respondents
	<p style="text-align: center;"><i>ONTARIO</i> SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p>PROCEEDINGS COMMENCED AT TORONTO</p>
	<p style="text-align: center;">NOTICE OF MOTION (returnable 5 January 2009)</p>
	<p>BORDEN LADNER GERVAIS LLP Barristers and Solicitors Scotia Plaza, 40 King Street West Toronto, Ontario, M5H 3Y4</p> <p>MICHAEL MACNAUGHTON Tel.: 416-367-6646 Fax: 416-682-2837 LSUC # 25889U</p> <p>SAM P. RAPPOS Tel.: 416-367-6033 Fax: 416-361-7306 LSUC # 51399S</p> <p>Solicitors for the Applicant</p>

TAB 2

**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**

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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

**AFFIDAVIT OF JAMES DI GIACOMO
(sworn 19 December 2008)**

**I, JAMES DI GIACOMO, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:**

1. I am a Director in the Corporate Finance Division, Underwriting and Syndications Group of Bank of Montreal (“**BMO**”), and as such I have personal knowledge of the matters to which I hereinafter depose, save and except where stated to be based on advice, information or belief, in which case I do verily believe the same to be true. As a member of the Underwriting and

Syndication group at BMO, I have represented BMO as agent (the “**Agent**”) for the three lenders (BMO, The Bank of Nova Scotia and Alberta Treasury Branches) (collectively, the “**Lenders**”) who are participants in the syndicated loan provided to Grafikom Limited Partnership (the “**Borrower**”). Others at BMO have represented BMO as participant.

2. This affidavit is sworn in support of the motion by the Agent for an order, among other things, lifting the stay of proceedings contained in the Order of The Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made 10 November 2008 (the “**Receivership Order**”) as against the Respondents for the purposes of permitting the Agent to commence bankruptcy proceedings against each of the Respondents.

Credit Facilities and Security

3. As I said in my affidavit dated 9 November 2008 sworn in support of the receivership application and filed with the Court on 10 November 2008 (the “**Initial Affidavit**”), the Lenders are owed approximately \$49 million by the Borrower in respect of certain credit facilities extended by the Lenders to the Borrower. Grafikom General Partner Inc., Grafikom.Speedfast Limited and Grafikom.Grenville Limited (collectively, the “**Obligors**”) each have guaranteed to the Agent the obligations of the Borrower to the Agent and the Lenders under or in connection with the credit facilities. Attached hereto as **Exhibit “A”** is a copy of the Initial Affidavit, without exhibits.

4. As is set out in some detail in the Initial Affidavit, the Agent, on behalf of the Lenders, holds security upon all of the property of the Respondents as security for the obligations of the Borrower and the Obligors to the Lenders.

Demand and Receivership Application

5. As a result of certain continuing defaults, the Agent demanded repayment of all of the Borrower’s and the Obligors’ obligations to the Lenders and issued Notices of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”). Attached hereto as **Exhibit “B”** are copies of demand letters dated 7 November 2008 and Notices of Intention to Enforce Security pursuant to section 244 of the BIA.

6. The Agent brought an application for an Order pursuant to section 47(1) of the BIA and section 101 of the *Courts of Justice Act* (Ontario), seeking the appointment of an interim receiver and receiver and manager over the property, assets and undertakings of the Respondents (the “Receiver”).

7. On 10 November 2008, the Receivership Order was granted and RSM Richter Inc. was appointed Receiver. Attached hereto as **Exhibit “C”** is a copy of the issued and entered Receivership Order.

Lenders to Suffer Substantial Shortfall

8. As set out in the Notice and Statement of the Receiver dated 17 November 2008 (the “Receiver’s Notice”), the Lenders anticipate suffering a substantial shortfall in connection with the credit facilities. Attached hereto as **Exhibit “D”** is a copy of the Receiver’s Notice.

Payables

9. Mitch Vininsky of the Receiver has informed me that there are amounts currently owing by the Respondents that may, outside of bankruptcy, have priority over the Lenders’ security upon all of the property of the Respondents (collectively, the “Payables”).

10. I understand that the priority, if any, that the Payables have outside of bankruptcy may be altered upon the bankruptcy of each of the Respondents. I also understand that paragraph 8 of the Receivership Order provides that no Proceeding (as defined therein) against or in respect of the Respondents shall be commenced or continued except with the written consent of the Receiver or with leave of the Court.

Insolvency of the Respondents

11. As set out in the Notice, according to the books and records of the Respondents as at 27 September 2008, the Respondents had aggregate liabilities of approximately \$61.3 million (which excludes certain secured liabilities and accrued liabilities in respect of employees for severance and/or termination pay), and the estimated book value of the assets of the Respondents was \$48,592,000. Based on this information, I believe that the Respondents are insolvent, as the aggregate of the property of the Respondents is expected not to be sufficient to enable payment of all of the Respondents obligations and liabilities, due and accruing due. I also believe that the

Respondents are insolvent as a result of the fact that the Respondents have ceased paying their current obligations in the ordinary course of business generally as they become due.


Bankruptcy of the Respondents

12. I believe that a bankruptcy of the Respondents will provide an orderly and efficient means to provide information to all of the stakeholders of the Respondents. Additionally, the bankruptcy of the Respondents will provide that any priority that the Payables may have over the Lenders' security is reversed, and I believe that the use of the BIA to alter priorities is a legitimate reason for the Agent to seek bankruptcy orders against the Respondents.

13. In connection with the Agent's motion, the Agent has prepared an application for a bankruptcy order and an affidavit of truth with respect to each of the Respondents. Attached hereto as **Exhibit "E"** is an unissued application for a bankruptcy order signed by the Agent on 19 December 2008 with respect to each of the Respondents, along with an affidavit of truth in connection with such applications sworn 19 December 2008.

14. I make this affidavit in support of the Agent's motion for, among other things, an Order lifting the stay of proceedings against the Respondents contained in the Receivership Order to permit the Agent to commence bankruptcy proceedings against each of the Respondents, and for no other or improper purpose.

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario, this)
19th day of December, 2008.)



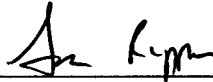
A Commissioner for taking affidavits, etc.
SAM RAPPPOS



JAMES DI GIACOMO

TAB A

**THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF JAMES DI GIACOMO
SWORN BEFORE ME THIS 19TH
DAY OF DECEMBER, 2008**

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

A COMMISSIONER FOR TAKING AFFIDAVITS
SAM RABIN

Court File No.

**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**

**AND IN THE MATTER OF SECTION 101 OF
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B E T W E E N:

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BANK OF MONTREAL, THE BANK OF NOVA SCOTIA
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Applicant

- and -

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

Respondents

**AFFIDAVIT OF JAMES DI GIACOMO
(sworn 9 November 2008)**

**I, JAMES DI GIACOMO, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:**

1. I am a Director in the Corporate Finance Division, Underwriting and Syndications Group of Bank of Montreal ("BMO"), and as such I have personal knowledge of the matters to which I hereinafter depose, save and except where stated to be based on information and belief, in which case I do verily believe the same to be true. Certain of the basic information contained in my

affidavit has been provided by other representatives of BMO. I have not stated the source in those cases. As a member of the Underwriting and Syndication group at BMO, I have represented BMO as agent (the “**Agent**”) for the three lenders (BMO, The Bank of Nova Scotia (“**BNS**”) and Alberta Treasury Branches (“**ATB**”) (collectively, the “**Lenders**”)) who are participants in the syndicated loan provided to the Grafikom Group (as defined below). Others at BMO have represented BMO as participant.

PURPOSE OF THE APPLICATION

2. This affidavit is sworn in support of an application for an order appointing RSM Richter Inc. as interim receiver and receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties of Grafikom Limited Partnership (the “**Borrower**”), Grafikom General Partner Inc. (“**GP**”), Grafikom.Speedfast Limited (“**Speedfast**”) and Grafikom.Grenville Limited (“**Grenville**”, and together with GP and Speedfast, the “**Obligors**”) (collectively, the “**Grafikom Group**”).

3. The Lenders are owed approximately \$49 million by the Grafikom Group and hold security upon all of the group’s undertakings and property. Essentially, the Lenders are the only remaining economic stakeholders of the Grafikom Group.

CORPORATE STRUCTURE

4. The Borrower is a limited partnership registered under *The Business Names Registration Act* (Manitoba). GP is a corporation incorporated under the laws of the Province of Ontario and is the general partner of the Borrower. Speedfast is a corporation amalgamated under the laws of the Province of Alberta and is wholly owned by the Borrower. Grenville is a corporation amalgamated under the laws of the Province of Ontario and is wholly owned by the Borrower. The Grafikom Group’s management is based in Toronto. Attached hereto and marked as **Exhibit “A”** is a corporate chart of the Borrower.

5. The Borrower was formed in September 2005 to acquire general commercial sheet-fed and specialty printing assets from Quebecor World Inc. (“**Quebecor**”). Speedfast was formed in June 2006 in connection with the acquisition by the Borrower of the shares of Speedfast Colour Printing Limited, a commercial printer and mailer operating in Edmonton, Alberta. Grenville

was formed in October 2006 in connection with the acquisition by the Borrower of the shares of Grenville Printing Limited, a business involved in commercial printing, inventory management and fulfillment services operating in Toronto, Ontario.

GRAFIKOM GROUP BUSINESS

6. The Grafikom Group has been engaged in offering commercial printing, specialty packaging, inventory management and fulfillment services. The Grafikom Group services customers in a broad range of industries, including financial, technology, automotive, advertising and entertainment.

7. The Grafikom Group's executive offices are located at its Scarsdale Road facility in Don Mills, Ontario.

8. The principal assets of the Grafikom Group consist of accounts receivable, inventory, machinery and equipment, and a vacant building in Calgary, Alberta. The Grafikom Group operates a network of seven facilities and two warehouses across Canada and in Mexico. A description of certain of the Canadian facilities (including the approximate number of employees at each facility) is provided below:

<u>LOCATION</u>	<u>NO. OF EMPLOYEES</u>	<u>PRIMARY SERVICE(S)</u>
180 Bond Avenue Don Mills, Ontario	249	Commercial sheet-fed
25 Scarsdale Road Don Mills, Ontario	32	Packaging
2 – 455 Gordon Baker Road Toronto, Ontario	14	Fulfillment, Commercial and Specialty
4148 Boulevard de Portland Sherbrooke QC	99	Loyalty Cards
#5, 3500 – 19 th Street NE Calgary, Alberta	78	Commercial and Fulfillment
10924 – 119 Street Edmonton, Alberta	67	Commercial

9. As noted above, the Grafikom Group employs approximately 500 employees in the provinces of Ontario, Alberta and Quebec. The Grafikom Group's employees in the commercial and fulfillment division in Calgary, Alberta (approximately 50 employees) are members of Local 34M of the Graphic Communications International Union. A portion of the employees in the Sherbrooke facility are in the process of negotiating a collective agreement with the Grafikom Group under the "Fédération des Travailleurs du Papier et de la Forêt" union. The information contained in paragraphs 8 and 9 of my affidavit was provided to me by Mitch Vininsky of Richter.

THE CREDIT AGREEMENT

10. Pursuant to an Amended and Restated Credit Agreement made as of 3 October 2006 between the Borrower, as borrower, the Agent, each of the Lenders, and GP and Speedfast, as obligors, the Lenders provided the following credit facilities to the Borrower:

- (a) a revolving credit facility in the aggregate principal amount of up to \$10,000,000;
- (b) a non-revolving reducing term credit facility in the aggregate principal amount of up to \$22,000,000;
- (c) a non-revolving reducing term credit facility in an aggregate principal amount of \$40,000,000;
- (d) a demand treasury facility from BMO, BNS and ATB,; and
- (e) a MasterCard facility from BMO in an amount of up to \$100,000.

Now produced and shown to me and marked as **Exhibit "B"** to my affidavit is a copy of the Amended and Restated Credit Agreement. (For simplicity's sake, in my affidavit I refer to the Amended and Restated Credit Agreement as amended from time to time as the "**Credit Agreement**").

11. Pursuant to an Additional Obligor Counterpart executed by Grenville on 4 October 2006 ("**Additional Obligor Counterpart**"), Grenville became a party to the Credit Agreement as an Additional Obligor (as defined in the Credit Agreement). Now produced and shown to me and marked as **Exhibit "C"** to my affidavit is a copy of the Additional Obligor Counterpart.

SECURITY

12. The Lenders are the senior and only general lenders to the Grafikom Group. As is provided for in the Credit Agreement and in the security described in the following paragraphs, the Lenders provided credit to the Grafikom Group on the condition that they received security upon all of the Grafikom Group's undertakings and properties.

Borrower

13. Pursuant to the provisions of the Credit Agreement, the Borrower was required to grant security over all of its property, assets and undertaking to the Agent to secure its obligations owing to the Agent and the Lender. Attached hereto and marked as **Exhibits "D", "E", "F" and "G"** are copies of: (a) a general security agreement dated 3 October 2006; (b) a share pledge agreement dated 3 October 2006; (c) Section 427 *Bank Act* (Canada) security consisting of (i) a notice of intention to give security under section 427 of the *Bank Act* dated 11 November 2005, (ii) a security under section 427 on all property of specified kinds dated 14 November 2005, (iii) an agreement as to loans and advances and security therefor under section 427 of the *Bank Act* dated 14 November 2005, (iv) an application for credit and promise to give security under section 427 of the *Bank Act* dated 14 November 2005, (v) an acknowledgement re: dating of *Bank Act* security dated 14 November 2005, and (vi) a *Bank Act* (Canada) security confirmation dated 3 October 2006; and (d) Quebec security consisting of (i) a deed of hypothec and issue of mortgage bonds passed on 3 October 2006, (ii) a 25% mortgage demand bond in the amount of \$100,000,000 dated 3 October 2006, and (iii) a hypothec and pledge of bonds entered into as of 3 October 2006.

Obligors

14. Pursuant to the provisions of the Credit Agreement, each of the Obligors was required to guarantee the obligations of the Borrower owing to the Agent and the Lenders and to grant security over all of its property, assets and undertaking to the Agent to secure its obligations owing to the Agent and the Lenders. Attached hereto and marked as **Exhibits "H", "I" and "J"** are copies of: (a) guarantee agreements granted by each of the Obligors dated 3 October 2006; (b) general security agreements granted by each of the Obligors dated 3 October 2006; and (c)

demand debentures granted by each of GP and Grenville in the principal amount of \$125,000,000 dated 3 October 2006.

15. Now produced and shown to me and marked as **Exhibits “K” and “L”** to my affidavit are copies of personal property security search results in respect of the Grafikom Group for the provinces of Ontario and Alberta. Now produced and shown to me and marked as **Exhibits “M”** to my affidavit is a copy of a summary of personal and movable property security search results in respect of the Grafikom Group for the Province of Quebec.

FIRST AMENDING AGREEMENT

16. In or about September 2007, the Agent and the Lenders became aware that the Borrower had failed to comply with financial and reporting covenants contained in the Credit Agreement, including the required Senior Funded Debt to EBITDA and Fixed Charge Coverage ratios (as such terms are defined in the Credit Agreement). The Borrower, the Obligor, the Agent and each of the Lenders (unanimous Lender agreement is required for any significant change or step) agreed to amend the Amended and Restated Credit Agreement in accordance with the terms of a First Amending Agreement made as of 28 September 2007 (the “**First Amending Agreement**”). Now produced and shown to me and marked as **Exhibit “N”** to my affidavit is a copy of the First Amending Agreement.

17. The First Amending Agreement waived the covenant breaches, reset certain of the financial covenant ratios in light of the Grafikom Group’s results and reduced the credit available to the Grafikom Group in light of its performance.

SECOND AMENDING AGREEMENT

18. In or about June 2008, the Agent and the Lenders became aware that the Borrower had failed to meet the reduced Senior Funded Debt to EBITDA and Fixed Charge Coverage ratios that had been agreed to in the First Amending Agreement. The Borrower again requested waivers and accommodations from the Lenders.

19. The Lenders agreed to provide the requested waivers, agreed to further reduce certain of the required financial covenant ratios and to temporarily reduce certain of the principal payments required by the Credit Agreement provided, among other things, that the credit available from

the Lenders would be reduced and that by 12 June 2008 the Borrower would have received a capital injection of at least \$5 million (the “**Capital Injection**”). The Capital Injection was very important to the Lenders. Based on the information and forecasts provided by the Grafikom Group, it was anticipated that the Capital Injection would enable the Grafikom Group to undertake important improvements to its business so as to allow it to return to profitability. The Capital Injection was made. In accordance with the Second Amending Agreement (defined and referred to below) the proceeds of the Capital Injection were deposited into an account in the name of the Borrower at BMO and was only available to the Grafikom Group for permitted capital expenditures and restructuring costs, but not for working capital purposes.

20. On this basis, the Borrower, the Lenders, the Obligors and the Agent agreed to further amend the Credit Agreement, in accordance with the terms of a Second Amending Agreement made as of 12 June 2008 (the “**Second Amending Agreement**”). Now produced and shown to me and marked as **Exhibit “O”** to my affidavit is a copy of the Second Amending Agreement.

FURTHER FINANCIAL DIFFICULTIES

21. By 31 July 2008, less than two months after closing of the Second Amending Agreement, the Agent and the Lenders learned that the Borrower had breached the revised net-free cash flow covenant contained in the Second Amending Agreement, as evidenced by the financial information provided by the Grafikom Group to the Agent in accordance with the terms of the Credit Agreement. As a result of such breach, it was open to the Agent to declare that an Event of Default (as defined in the Credit Agreement) had occurred.

22. On 21 August 2008, the Grafikom Group engaged RSM Richter Inc. (“**Richter**”) to provide restructuring and related advice related to the businesses and assets of the Grafikom Group. The engagement was precipitated by issues resulting from, among other things, the Grafikom Group’s financial results and breaches of various covenants with the Lenders. The engagement of Richter by the Grafikom Group contemplated that Richter would be permitted to communicate directly with the Agent and would provide copies of all reports to the Agent at the same time they were provided to the Grafikom Group. It was also agreed that Richter would report separately to the Agent and the Lenders concerning matters of particular concern to the Lenders.

23. In connection with this engagement, Richter prepared a report dated 8 September 2008 (the “**Richter Report**”). The Richter Report indicated that, among other things: (i) the Borrower was significantly over-leveraged; (ii) the Borrower was projecting annualized EBITDA in an amount that was not sufficient to pay annual interest and principal owed to the Lenders and to fund necessary capital expenditures; and (iii) in a wind down scenario the Lenders were likely to incur a substantial shortfall on their advances to the Borrower.

RESTRUCTURING DISCUSSIONS – SEPTEMBER 2008

24. Following the release of the Richter Report, with the consent of the Grafikom Group, Richter was engaged by the Agent and the Lenders as a consultant to review matters relating to the Grafikom Group’s circumstances, financial position, plans and prospects. The Grafikom Group’s engagement of Richter terminated at that time.

25. On 16 September 2008, representatives of the Grafikom Group, its equity holders, the Agent, the Lenders and Richter met to discuss the viability of the Grafikom Group and potential turnaround and restructuring strategies that were available to the Grafikom Group.

26. During the course of those restructuring discussions, the Grafikom Group sought certain accommodations from the Lenders, including the deferral of repayment of principal amounts due under the Credit Agreement on 30 September 2008.

27. On 30 September 2008, the Agent, on behalf of the Lenders, declared that an Event of Default had occurred under the Credit Agreement. Notwithstanding its rights under the Credit Agreement, the Lenders agreed to defer the repayment of the principal amounts due under the Credit Agreement on 30 September 2008, and agreed to accommodate the Borrower by permitting the Borrower to continue to have access to Advances (as defined in the Credit Agreement) to 15 October 2008, subject to the terms and conditions of the Credit Agreement, provided that, among other things, the Grafikom Group present a restructuring plan satisfactory to the Lenders. Attached as **Exhibit “P”** is a copy of the letter agreement between the Grafikom Group and the Agent, on behalf of the Lenders, dated 30 September 2008.

RESTRUCTURING DISCUSSIONS – OCTOBER 2008

28. On 6 October 2008, the Grafikom Group presented a proposal to the Lenders that sought to fundamentally restructure its business through (1) the sale of its Calgary surplus real estate, (2) the sale of its (a) Calgary, (b) Edmonton, (c) Mexico, and (d) Sherbrooke divisions or subsidiaries, and (3) investment in new digital printing equipment at its continuing Ontario location.

29. In connection with the proposal, the Grafikom Group and its shareholders requested that the Lenders agree to the deferral of principal payments for six months, the capitalization of a significant portion of ongoing interest costs, the subordination of a substantial portion of the debt owing by the Grafikom Group to the Lenders to new advances from current equity holders, together with a number of other significant accommodations and the use, for working capital purposes, of a portion of the hoped for proceeds of sale of the Grafikom Group's surplus Calgary real estate.

30. After careful consideration, the Lenders determined that the Grafikom Group's proposal was not acceptable. Nonetheless, discussions between the Agent, the Lenders, the Grafikom Group and its equity holders continued in the hope of achieving an acceptable solution. Both the Lenders and the Grafikom Group with the involvement of its equity holders put forward proposals.

31. Two things were clear. First, the Grafikom Group faced an imminent liquidity problem. Availability under its operating line of credit was limited. Its existing equity holders were not prepared to make any further injections into the Grafikom Group unless any advance they made was given priority over a significant portion of the Lenders' secured debt. Second, the equity in the Grafikom Group had no value and the Lenders faced a significant shortfall on account of their secured debt of approximately \$49 million.

32. By 30 October 2008, the Lenders had concluded that the only option for the Grafikom Group included formal restructuring proceedings. On that date the Agent communicated the Lenders' position to the Grafikom Group. At the same time, the Agent, on behalf of the Lenders, declared again that the ability of the Borrower to require any further advances under the Credit Agreement was suspended. Nonetheless, and notwithstanding the suspension, the Lenders

agreed to continue to provide credit to the Borrower under the Credit Agreement on a day-to-day basis, in the absolute discretion of the Lenders. Further, the Lenders deferred the payment of the September and October principal payments, which were due on 31 October 2008. If the Lenders had not done so, all of the Grafikom Group's available credit would have been exhausted and it would not have been able to operate. In addition, the Agent, on behalf of the Lenders, proposed a meeting of representatives of the Lenders, the Agent, the Grafikom Group and their advisors on Monday, 3 November 2008.

FINAL DISCUSSIONS AND THE NEED FOR THE APPOINTMENT OF A RECEIVER

33. During the week of 3 November 2008, there were continuing discussions between representatives of the Lenders, the Agent, their advisors, the Grafikom Group and its equity holders and their advisors concerning possible restructuring or sale arrangements.

34. Those discussions continued during the course of the week of 3 November but without resolution. Accordingly, on 7 November 2008, the Agent, on behalf of the Lenders demanded payment from the Borrower and delivered a notice of intention to enforce security pursuant to the *Bankruptcy and Insolvency Act*. At the same time, demands were made upon each of the Obligors pursuant to their guarantees of the obligations of the Borrower, and notices of intention to enforce security were delivered to each of them. Attached as **Exhibits "Q" and "R"** are copies of those demands for payment and notices of intention to enforce security. In those letters, the Grafikom Group was advised that the Agent, on behalf of the Lenders, would make an application on Monday 10 November 2008 for the appointment of a receiver by the court.


35. It is my understanding that the Grafikom Group has cancelled all shifts at its plants. I have been advised by Sam Rappos of Borden Ladner Gervais LLP, that he has been advised by counsel to the Grafikom Group that all of the directors of the Grafikom Group have resigned or will resign upon the appointment of a receiver. There is a payroll due on 11 November 2008 of approximately \$1.2 million. The Grafikom Group cannot pay it.

36. The Lenders believe that in order to protect and preserve the undertakings and property of the members of the Grafikom Group and to preserve the possibility of the en bloc sale of some or all of the businesses it is critical that a receiver and manager be appointed immediately to take

control of the property and business and immediately move forward with a sale and realization process.

37. Given Richter's knowledge of the Grafikom Group it is best positioned to take on that role and consents to its appointment as Receiver.

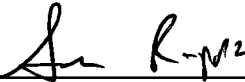
SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario, this 9th)
day of November, 2008.)
)
)
)
)
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)


A Commissioner for taking affidavits, etc.


JAMES DI GIACOMO

TAB B

**THIS IS EXHIBIT "B" TO THE
AFFIDAVIT OF JAMES DI GIACOMO
SWORN BEFORE ME THIS 19TH
DAY OF DECEMBER, 2008**



A COMMISSIONER FOR TAKING AFFIDAVITS

SAM RAPP



BORDEN
LADNER
GERVAIS

7 November 2008

Grafikom Limited Partnership
180 Bond Avenue
Don Mills, Ontario
M3B 3P3

Attention: President

Dear Sirs,

Re: Amended and Restated Credit Agreement dated as of 3 October 2006, as amended by a First Amending Agreement dated as of 28 September 2007 and a Second Amending Agreement dated as of 12 June 2008 (the "Credit Agreement")

We are writing to you in our capacity as counsel to the Agent under the Credit Agreement. Capitalized terms in this letter have the meanings ascribed to such terms in the Credit Agreement unless otherwise defined in this letter.

The Borrower is presently indebted to the Lenders in the approximate amount of \$49,415,822.67 on account of the Credit Facilities, together with interest thereon and as it continues to accrue (the "Debt"). In addition, the Borrower is liable to the Lenders and the Agent for their existing and future professional and other costs.

The Borrower has failed to comply with the financial covenant contained in Section 9.3(g) of the Credit Agreement. As set out in a letter dated 30 September, 2008, the Agent declared, in accordance with Section 10.1(c)(i) of the Credit Agreement, that an Event of Default had occurred as a result of the Borrower's breach of the financial covenant contained in Section 9.3(g) of the Credit Agreement. Such Event of Default is continuing. By letter dated 30 October 2008, the Agent, on behalf of the Lenders, advised the Borrower that the ability of the Borrower to require any further Advances under the Credit Facilities was suspended. Nonetheless, notwithstanding that suspension the Agent advised that the Lenders would continue to provide credit to the Borrower under the Credit Agreement on a day-to-day basis, in the absolute discretion of the Lenders.

Pursuant to the said letter and Section 10.2(b) of the Credit Agreement, the Agent, on behalf of the Lenders, hereby declares the entire Principal Amount of all Advances

Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
Scotia Plaza, 40 King Street West
Toronto, Ontario, Canada M5H 3Y4
tel.: (416) 367-6000 fax: (416) 367-6749
www.blgcana.com

MICHAEL MACNAUGHTON
direct tel.: 416-367-6646
direct fax: 416-682-2837
e-mail: mmacnaughton@blgcana.com

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outstanding, all unpaid accrued interest and fees and other amounts required to be paid by the Borrower under the Credit Agreement to be immediately due and payable.

The Agent, on behalf of the Lenders, hereby demands immediate payment of the Debt. Enclosed find a notice of intention to enforce security delivered pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada).

We have been instructed by the Agent and the Lenders to move on Monday 10 November 2008 before the Superior Court of Justice (Commercial List) for the urgent appointment of a receiver in respect of the Borrower and its property as well as Grafikom General Partner Inc., Grafikom.Speedfast Limited, Grafikom.Grenville Limited and Grafikom USA Inc. and their property.

Yours very truly,

Yours very truly,

Michael MacNaughton

encl
MJM:ga

c. Scott Bomhof

::ODMA\PCDOCS\TOR01\3941720\1

**NOTICE OF INTENTION TO
ENFORCE SECURITY**
(Section 244(1) of the BIA)

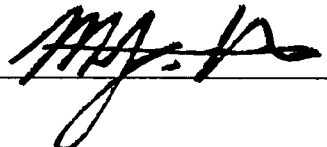
TO: Grafikom Limited Partnership (the “Debtor”)¹
180 Bond Avenue
Don Mills, Ontario
M3B 3P3

TAKE NOTICE THAT:

1. The Bank of Montreal, as agent, a secured creditor, intends to enforce its security on the following property of the Debtor:
 - (a) All of the present and after acquired property and undertaking of the Debtor subject to the security referred to in paragraph 2 hereof.
2. The security to be enforced is in the form of the security listed on Schedule “A” attached hereto.
3. The total amount of indebtedness secured by the security is the sum of approximately \$\$49,415,822.67 together with interest thereon, plus costs and further interest to the date of payment.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 7th day of November, 2008.

**BANK OF MONTREAL, AS AGENT, By its
solicitors, Borden Ladner Gervais LLP**

By:  _____
:

¹ The delivery of this notice does not constitute an acknowledgement or admission by the secured creditor that the Debtor is an “insolvent person” as that term is defined in the *Bankruptcy and Insolvency Act*, or that that Act, and in particular Part XI, applies to this case.

SCHEDULE "A"

1. General Security Agreement dated October 3, 2006;
2. Share Pledge Agreement dated October 3, 2006;
3. Section 427 *Bank Act* Security consisting of:
 - (a) Notice of Intention to Give Security Under Section 427 of the *Bank Act* dated November 11, 2005;
 - (b) Security Under Section 427 on all Property of Specified Kinds dated November 14, 2005;
 - (c) Agreement as to Loans and Advances and Security Therefor Under Section 427 of the *Bank Act* dated November 14, 2005;
 - (d) Application for Credit and Promise to Give Security Under Section 247 of the *Bank Act* dated November 14, 2005;
 - (e) Acknowledgement re: dating of *Bank Act* security dated November 14, 2005; and
 - (f) *Bank Act* (Canada) Security Confirmation dated October 3, 2006
4. Deed of Hypothec and Issue of Mortgage Bonds passed on October 3, 2006, before Hoang H. Mai, Notary, between Grafikom Limited Partnership, as grantor, and the Agent, acting in its capacity as "*fondé de pouvoir*" as contemplated by article 2692 of the Civil Code of Quebec, as holder, charging the Québec Collateral (as defined below) for an amount of CAD\$100,000,000;
5. 25% Mortgage Demand Bond in the amount of CDN\$100,000,000 dated October 3, 2006, issued by Grafikom Limited Partnership in favour of the Agent;
6. Hypothec and Pledge of Bonds entered into as of October 3, 2006, by Grafikom Limited Partnership, as grantor, and the Agent and the Lenders, as holders; and
7. Collateral Assignment re: Asset Purchase Agreement with Quebecor World Inc. dated October 3, 2006



BORDEN
LADNER
GERVAIS

7 November 2008

Grafikom General Partner Inc.
40 King Street West, Suite 4900
Toronto, ON M5H 3Y2

Grafikom.Speedfast Limited
10924-119 Street
Edmonton, AB T5H 3P5

Grafikom.Grenville Limited
180 Bond Avenue
Toronto, ON M3B 3P3

Dear Sirs/Mesdames:

Re: Amended and Restated Credit Agreement dated as of 3 October 2006, as amended by a First Amending Agreement dated as of 28 September 2007 and a Second Amending Agreement dated as of 12 June 2008 (the "Credit Agreement")

We are writing to you in our capacity as counsel to the Agent under the Credit Agreement. Capitalized terms in this letter have the meanings ascribed to such terms in the Credit Agreement unless otherwise defined in this letter.

Grafikom General Partner Inc. ("GP"), Grafikom.Speedfast Limited ("Speedfast") and Grafikom.Grenville Limited ("Grenville") each delivered a guarantee agreement to the Agent dated October 6, 2006 (the "**Guarantees**") whereby the due and punctual payment when due of, among other things, any and all indebtedness, obligations and liabilities of the Borrower to the Agent and the Lenders under or in connection with or evidenced by the Credit Agreement or any other Document, and any and all expenses and charges, legal or otherwise, suffered or incurred by the Agent and the Lenders in collecting or enforcing any of such indebtedness, obligations and liabilities, was guaranteed by GP, Speedfast and Grenville. The obligations of GP, Speedfast and Grenville to the Agent and the Lenders under the Credit Agreement and the Guarantees are secured by, among other things, general security agreements granted by each of GP, Speedfast and Grenville to the Agent dated October 3, 2006.

The Borrower is presently indebted to the Lenders in the approximate amount of \$49,415,822.67 on account of the Credit Facilities, together with interest thereon and as it

Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
Scotia Plaza, 40 King Street West
Toronto, Ontario, Canada M5H 3Y4
tel.: (416) 367-6000 fax: (416) 367-6749
www.blgcanada.com

MICHAEL MACNAUGHTON
direct tel.: 416-367-6646
direct fax: 416-682-2837
e-mail: mmacnaughton@blgcanada.com



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LADNER
GERVAIS

continues to accrue (the "Debt"). In addition, the Borrower is liable to the Lenders and the Agent for their existing and future professional and other costs.

On 7 November 2008, the Agent, on behalf of the Lenders demanded immediate payment of the Debt from the Borrower.

The Agent, on behalf of the Lenders, hereby demands immediate payment of the sum of \$49,415,822.67 together with interest, costs and expenses. Enclosed find notices of intention to enforce security delivered pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada).

We have been instructed by the Agent and the Lenders to move on Monday 10 November 2008 before the Superior Court of Justice (Commercial List) for the urgent appointment of a receiver in respect of the Borrower and its property as well as GP, Speedfast, Grenville and Grafikom USA Inc. and their property.

Yours very truly,

Michael MacNaughton

encl
MJM:ga

c. Scott Bomhof

::ODMA\PCDOCS\TOR01\3941724\1

**NOTICE OF INTENTION TO
ENFORCE SECURITY**
(Section 244(1) of the BIA)

TO: Grafikom General Partner Inc. (the "Debtor")¹
40 King Street West, Suite 4900
Toronto, ON M5H 3Y2

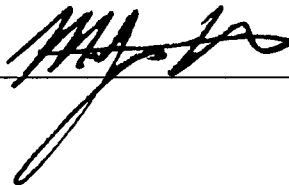
TAKE NOTICE THAT:

1. The Bank of Montreal, as agent, a secured creditor, intends to enforce its security on the following property of the Debtor:
 - (a) All of the present and after acquired property and undertaking of the Debtor subject to the security referred to in paragraph 2 hereof.
2. The security to be enforced is in the form of the security listed on Schedule "A" attached hereto.
3. The total amount of indebtedness secured by the security is the sum of approximately \$\$49,415,822.67 together with interest thereon, plus costs and further interest to the date of payment.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 7th day of November, 2008.

**BANK OF MONTREAL, AS AGENT, By its
solicitors, Borden Ladner Gervais LLP**

By: _____



¹ The delivery of this notice does not constitute an acknowledgement or admission by the secured creditor that the Debtor is an "insolvent person" as that term is defined in the *Bankruptcy and Insolvency Act*, or that that Act, and in particular Part XI, applies to this case.

SCHEDULE "A"

1. Guarantee dated October 3, 2006
2. General Security Agreement dated October 3, 2006;
3. Demand Debenture dated October 3, 2006 in the principal amount of \$125,000,000 executed by the General Partner in respect of all personal and real property including that located at 2626 12th St. N.E., Calgary, Alberta, 11504-170 Street, Edmonton, Alberta and 150, 160, 170 and 180 Bond Avenue, Toronto, Ontario
4. Debenture Delivery Agreement dated October 3, 2006

::ODMA\PCDOCS\TOR01\3941378\1

**NOTICE OF INTENTION TO
ENFORCE SECURITY**
(Section 244(1) of the BIA)

TO: Grafikom.Speedfast Limited (the “Debtor”)¹
10924-119 Street
Edmonton, AB T5H 3P5

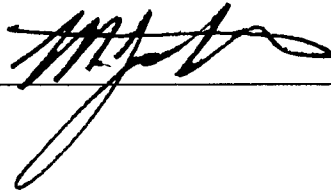
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1. The Bank of Montreal, as agent, a secured creditor, intends to enforce its security on the following property of the Debtor:
 - (a) All of the present and after acquired property and undertaking of the Debtor subject to the security referred to in paragraph 2 hereof.
2. The security to be enforced is in the form of the security listed on Schedule “A” attached hereto.
3. The total amount of indebtedness secured by the security is the sum of approximately \$\$49,415,822.67 together with interest thereon, plus costs and further interest to the date of payment.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 7th day of November, 2008.

**BANK OF MONTREAL, AS AGENT, By its
solicitors, Borden Ladner Gervais LLP**

By: _____



¹ The delivery of this notice does not constitute an acknowledgement or admission by the secured creditor that the Debtor is an "insolvent person" as that term is defined in the *Bankruptcy and Insolvency Act*, or that that Act, and in particular Part XI, applies to this case.

SCHEDULE "A"

1. Guarantee dated October 3, 2006
2. General Security Agreement dated October 3, 2006;
3. Collateral Assignment executed by Speedfast regarding Share Purchase Agreement with Steiner Family Trust

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**NOTICE OF INTENTION TO
ENFORCE SECURITY**
(Section 244(1) of the BIA)

TO: Grafikom.Grenville Limited (the “Debtor”)¹
180 Bond Avenue
Toronto, ON M3B 3P3

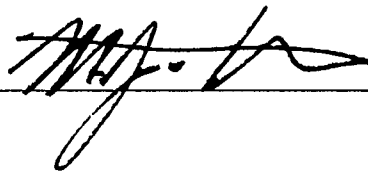
TAKE NOTICE THAT:

1. The Bank of Montreal, as agent, a secured creditor, intends to enforce its security on the following property of the Debtor:
 - (a) All of the present and after acquired property and undertaking of the Debtor subject to the security referred to in paragraph 2 hereof.
2. The security to be enforced is in the form of the security listed on Schedule “A” attached hereto.
3. The total amount of indebtedness secured by the security is the sum of approximately \$\$49,415,822.67 together with interest thereon, plus costs and further interest to the date of payment.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 7th day of November, 2008.

**BANK OF MONTREAL, AS AGENT, By its
solicitors, Borden Ladner Gervais LLP**

By: _____



¹ The delivery of this notice does not constitute an acknowledgement or admission by the secured creditor that the Debtor is an "insolvent person" as that term is defined in the *Bankruptcy and Insolvency Act*, or that that Act, and in particular Part XI, applies to this case.

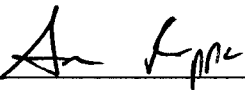
SCHEDULE "A"

1. Guarantee dated October 3, 2006
2. General Security Agreement dated October 3, 2006;
3. Demand Debenture dated October 3, 2006 in the principal amount of CDN\$125,000,000 executed by Grafikom.Grenville Limited in respect of all personal and real property including that located at 25 Scarsdale Road, Toronto, Ontario
4. Debenture Delivery Agreement dated October 3, 2006
5. Collateral Assignment re Share Purchase Agreement dated October 4, 2006

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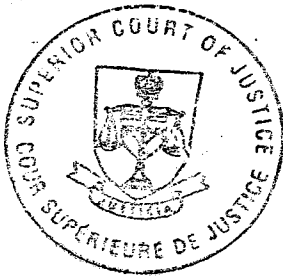
TAB C

**THIS IS EXHIBIT "C" TO THE
AFFIDAVIT OF JAMES DI GIACOMO
SWORN BEFORE ME THIS 19TH
DAY OF DECEMBER, 2008**



A COMMISSIONER FOR TAKING AFFIDAVITS

SAM RAPPOS



Court File No. 08 CL 7840

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

THE HONOURABLE MR.) MONDAY, THE 10th DAY
JUSTICE WILTON-SIEGEL) OF NOVEMBER, 2008

BETWEEN:

**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

ORDER

THIS APPLICATION, made by the Applicant for an Order pursuant to section 47(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 RSM Richter Inc. as interim receiver and receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Grafikom Limited Partnership, Grafikom General Partner Inc., Grafikom.Speedfast Limited and Grafikom.Grenville Limited (collectively, the "Debtors") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of James Di Giacomo sworn 9 November 2008 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, the Respondents, the Receiver and such other counsel as may be present, and on reading the consent of RSM Richter Inc. dated 9 November 2008,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 47(1) of the BIA and section 101 of the CJA, RSM Richter Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate 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 and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of 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 Debtors, 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 Debtors;

- (d) to engage consultants, 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 powers and duties conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to make payments to those Persons (as defined herein) with a priority claim under section 81.4 of the BIA;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors;
- (i) 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 Debtors, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (k) 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 Debtors, 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;

- (l) 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;
- (m) 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 \$1,000,000, provided that the aggregate consideration for all such transactions does not exceed \$1,500,000; 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 (i),

and in each such case notice under section 63(4) of the *Personal Property Security Act* (Ontario) or any section of similar effect under any applicable provincial personal property security legislation, or section 31 of the *Mortgages Act* (Ontario) or any section of similar effect under any applicable provincial real property legislation, as the case may be, shall not be required, and in each case the *Bulk Sales Act* (Ontario) and any legislation of similar effect in any province in Canada shall not apply;

- (n) 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;
- (o) 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;
- (p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (q) 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 Debtors, and the Receiver shall be entitled to continue to operate the business under any current licences and/or authorizations which are in existence as of the date of this Order;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (t) to take any steps reasonably incidental to the exercise of these powers,

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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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 Debtors, 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.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **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

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors 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 Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Debtors, 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 nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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

10. **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 Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors 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 Debtors' 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

12. **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

13. **THIS COURT ORDERS** that the employment of each employee of the Debtors is hereby terminated. Subject to section 38(2) of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1, and sections 81.4(5) and 81.6(5) of the BIA, the Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, union dues and related costs, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

14. **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

15. **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

16. **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. 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

17. **THIS COURT ORDERS** that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, including all fees and disbursements incurred in connection with or preceding this Application, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the **"Receiver's Charge"**).

18. **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.

19. **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 normal 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

20. **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 \$3,000,000 (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, in favour of any Person, but subordinate in priority to the Receiver's Charge.

21. **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.

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. **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.

GENERAL

24. **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.

25. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

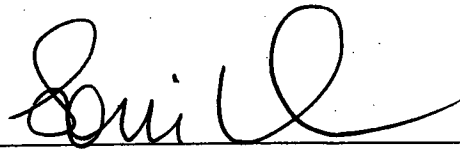
26. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in Mexico to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, 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.

27. **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.

28. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's

security or, if not so provided by the Applicant'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.

29. **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 Applicant, 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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LE / DANS LE REGISTRE NO.:

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PER/PAR: TV

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that RSM Richter Inc., 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 appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the • day of November, 2008 (the "Order") made in an action having Court file number • has received as such Receiver from _____ (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 daily and compounded 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 _____ 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 (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such 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 defined in the Order) 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 _____, 200__.

RSM RICHTER INC., solely in its capacity as
Receiver of the Property (as defined in the Order),
and not in its personal capacity

Per: _____
Name:
Title:

IN THE MATTER OF AN APPLICATION UNDER SECTION 47 (1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3
AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43

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

- and -

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

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors

Scotia Plaza, 40 King Street West
Toronto, Ontario, M5H 3Y4

MICHAEL MACNAUGHTON

Tel.: 416-367-6646

Fax: 416-682-2837

LSUC # 25889U

SAM P. RAPPOS

Tel.: 416-367-6033


Fax: 416-361-7306

LSUC # 51399S

Solicitors for the Applicant

TAB D

**THIS IS EXHIBIT "D" TO THE
AFFIDAVIT OF JAMES DI GIACOMO
SWORN BEFORE ME THIS 19TH
DAY OF DECEMBER, 2008**



A COMMISSIONER FOR TAKING AFFIDAVITS

SAM KARPOS

**Notice and Statement of the Receiver
(Subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*)**

**IN THE MATTER OF THE INTERIM RECEIVERSHIP OF
GRAFIKOM LIMITED PARTNERSHIP, GRAFIKOM GENERAL PARTNER INC.,
GRAFIKOM.SPEEDFAST LIMITED AND GRAFIKOM.GRENVILLE LIMITED
(COLLECTIVELY REFERRED TO AS THE "Companies") OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO**

The interim receiver and receiver manager gives notice and declares that:

1. Pursuant to an order of the Ontario Superior Court of Justice dated November 10, 2008, ("Appointment Order") RSM Richter Inc. was appointed Interim Receiver and Receiver and Manager pursuant to Section 47 (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 (the "Receiver"), of all of the assets, undertakings and property (the "Assets") of the Companies.
2. Pursuant to the terms of the Appointment Order, the Receiver was empowered to, *inter alia*, realize on all of the Assets of the Companies. As part of the realization process, the Receiver will be operating certain of the locations on a limited basis in order to convert a portion of the work-in-process. The Receiver is also soliciting offers for the business and assets on an 'en bloc' or piecemeal basis.
3. The undersigned took possession and control of the Assets on the 10th day of November, 2008.
4. The estimated book value of the Assets on September 27, 2008 (based on unaudited internal financial information from the books and records of the Companies) was as follows:

	Estimated Book Value (\$000's)
Accounts receivable	20,864
Inventory	6,138
Real Estate	4,080
Equipment, furniture, fixtures, automobiles (net)	17,050
Prepaid expenses	460
Total assets	48,592

Note: Realizable values will materially differ from the above.

5. The following information relates to the receivership:

Address of insolvent person: 25 Scarsdale Road,
Toronto, ON

Principal line of business: Commercial and Specialty Printing

Location of business: 25 Scarsdale Road, Don Mills, ON
180 Bond Avenue, Don Mills, ON
2-455 Gordon Baker Road, Toronto, ON
4148 Boulevard de Portland, Sherbrooke, PQ
#5, 3500 - 19th Street NE, Calgary, AB
10924 - 119 Street, Edmonton, AB

6. According to the Company's books and records as at September 27, 2008 the amounts owed by the insolvent person to each creditor holding security (the "Secured Creditors") on the property described above is as follows:

Creditor	Amount (\$000)
Lending Syndicate comprised of Bank of Montreal, Bank of Nova Scotia and Alberta Treasury Branches	48,000
Various equipment lessors	Unknown
Total	48,000

The amount owed to the Company's other creditors is approximately \$19.3 million, excluding certain accrued liabilities in respect of employees for severance and/or termination. Attached as Appendix "A" is a list of all known creditors as at September 27, 2008, based on the books and records of the Companies.

7. Estimated Realization:

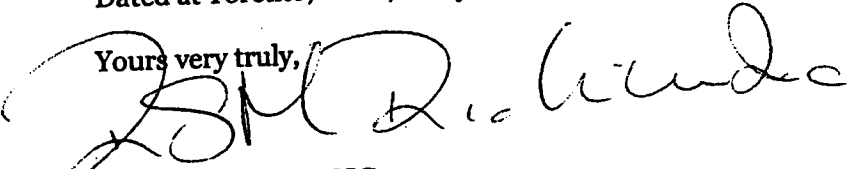
In aggregate, the Secured Creditors will suffer a shortfall on their advances to the Company.

8. Contact person for the Interim Receiver:

Name: Wayne Palmer
Telephone No.: (416) 932-6016
Facsimile No.: (416) 932-6200

Dated at Toronto, this 17th day of November, 2008.

Yours very truly,


**RSM RICHTER INC.
IN ITS CAPACITY AS COURT-APPOINTED
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**

**IN THE MATTER OF THE INTERIM RECEIVERSHIP OF
GRAFIKOM LIMITED PARTNERSHIP, GRAFIKOM GENERAL PARTNER INC.,
GRAFIKOM.SPEEDFAST LIMITED AND GRAFIKOM.GRENVILLE LIMITED
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

*Preliminary List of Creditors, as at September 27, 2008, as submitted by the debtor,
without admission as to any liabilities or privilege herein shown.*

Creditor	Amount owed (\$)
1391684 Alberta Ltd	2,436.00
1st Forms Inc.	9,657.14
2170696 Ontario Inc.	795.65
Accurate Overhead Ltd	204.92
Acklands Grainger Inc	300.54
ACTEGA Kelstar Canada Inc	4,450.26
ACTEGA Kelstar Canada Inc	1,434.22
ACTEGA Radcure Inc.	10,402.91
ADHOC	2,325.79
ADT Security Services Canada Inc.	491.04
Advantage Staffing Network Ltd	3,015.73
Aero-Tech Specialty Welding Fabrication	299.25
Affiliated Customs Brokers	40.98
Affiliated Customs Brokers	397.54
Affiliated Customs Brokers USA	13.47
Affiliated Customs Brokers USA	92.40
Affiliated Customs Brokers USA	11.74
AGIploymatrix INC	74,953.21
Alain Mongeau Transport Inc	11,968.33
Alberta Book Bindery	3,271.80
Alberta Trade Bindery	27,757.80
All Blades Canada Inc	30.32
All Things Cling Ltd	31,774.95
All Things Cling Ltd	52,315.83
All Trade Computer Forms Inc.	1,228.61
Allan's Flowers	116.50
Alliance Envelope Limited	22,369.98
Alternative	2,264.65
Alternative Die Cutting	76,574.74
AMF Usinage	270.90
Ampco Machinery Moving & Transportation	16,164.75
Anachem Ltee	2,663.12
Anstey Book Bindery Inc.	9,325.05
Apex Motor Express	55.76
Applied Arts Inc.	7,375.79
AR Williams Materials Handling Ltd.	224.83
Associated Pacific Machine Corp.	219.01
Astra Custom Packaging Inc.	21,635.38
Astra Trade	18,227.71
Atlantic Packaging Products	11,444.80
Atlas Book Bindery (1996) Ltd.	9,450.00
Atlas Courier Service	1,792.40
Atlas Graphic Supply Inc.	25,181.66
Atlas Maintenance Systems Inc	9,558.15
Atlas Paper Inc	55,649.47
Avanti Computer Systems	1,075.32
Avocats Lecorre & Ass.	625.19
Axis Global Systems Llc	11,387.23
B & H Machine Inc	1,723.39
Bailey Design	262.50

Creditor	(\$)
Baldwin Paper Company Ltd	223,313.72
Ball Media Corporation	6,413.30
Banners Plus	1,852.79
Bant Printocut Ltd	80,746.11
Barcode Graphics Inc.	56.70
Barcon Business Products Inc	3,670.07
Barry Fisher Arbitration & Mediation	1,785.00
Baumer HHS Corp. -- U.S. \$\$\$	1,239.96
BCW Bindery Services Ltd	39,851.71
BDI Canada Inc	1,124.52
Beck Bindery Service Ltd	1,542.98
Bell Canada	10,641.24
Belmont Press	46,918.36
Bennett Jones LLP	1,089.38
Beyond Print	1,346.10
Bigraphix	4,100.20
Bindery Overload	21,328.65
Blitz Print/Two Printers Inc.	7,069.28
Blue Giant Equipment Ltd.	842.05
Bolder Graphics	1,095.36
Borden Ladner Gervais LLP	33,108.93
Bowmanville Wood Products	1,254.75
Brûlerie de Café	72.00
Buntin Reid Paper Co	70,061.22
Buro Plus	87.84
Busy B's Bindery	7,247.98
BXL Distributors Ltd	12,417.39
C.C. Die	341.25
C.E.D. Compressed Air Ltd	338.10
Cactus Machine Ltd.	165.38
Calculated Design Inc	5,650.00
Calgary Hitman Hockey Club	1,529.99
Cameron Advertising	997.50
Canada Disc & Tape Inc.	710.59
Canadian Freightways Ltd	770.67
Canadian Hr Reporter	103.95
Canadian Tech Air Inc	2,474.82
Canadian Tire Mastercard	559.68
Carbures De L'Estrie Inc.	272.02
Card Personalization Solutions	2,153.12
Cardinal	19,939.19
Cartonek	316.05
Cartonniers Vallee Et Fils	9,649.68
Cartonniers Vallee Et Fils	7,268.89
Cascade Printing	826.88
Centimark Ltd.	1,466.24
Central Die Supplies Inc.	1,450.61
Central Die Supplies Inc. (TORONTO)	8,283.84
Centre d'Entretien d'Extincteurs Inc.	13.21
Centre D'Outillage Denis Meunier Inc	99.68
Ceycan Print Services Ltd	9,133.45
Changing Lanes Ltd.	3,031.73
Chep Canada Inc.	8.07
Cherbourg Inc	219.93
Chriscom	5,391.76
Chubb Security Systems	6.77
Cintas	858.36
Clearpak Inc.	2,644.06
Coast Paper - Calgary	69,316.85
Coast Paper - Edmonton	102,144.08
Coast Paper-Toronto	594,247.19

Creditor	(\$)
Coast Paper-Toronto	1,599.65
Coatings Canada Ltd.	43,327.68
Coatings Canada Ltd.	4,566.55
ColorSciences, LLC	34,726.28
ColorSciences, LLC	4,900.87
Combat Battery	216.83
Combat Industrial Batteries	330.02
Comité Promotion Industrielle Sherbrooke	21,907.51
Comley Van Brussel Design	2,150.61
Complete Printing & Graphics	1,092.00
Compressair Canada Inc.	1,187.32
Consul -Tech Inc	13,107.19
Consultants C. Roy Inc. (Les)	558.17
Continental Legal Services Corp.	3,150.00
Continental Legal Services Corp.	1,575.00
Copycat Inc.	6,163.73
Corpap Quebec Inc	5,407.85
Corporate Copy	15,174.25
Corporate Express Canada Inc	4,518.55
Corporate Express Canada Inc	182.90
Corporate Typesetting Services,	34,383.83
Correct-Type	1,002.75
Critical Document Services	2,923.09
Crosstown Heating & Ventilating	10,983.00
CSS Group	22,946.25
Custom Diecuts Ltd.	13,827.30
Custom Laminating	1,496.25
CWC Press Ltd.	556.50
Dan Mac Plumbing Service Ltd.	266.69
Davies Lock & Door	1,786.21
Deco Labels & Tags	1,508.40
Découpage LM	687.13
Dell Canada Inc.	7,074.77
Derrick Exhibit	3,150.00
DHL Express (Canada), Ltd.	257.08
DHL Express (Canada), Ltd.	344.36
Diebec Ltee	265.26
Dieco Emporte-Pieces Inc.	4,616.48
Diecut Dies	1,270.50
DigitCom Canada Inc.	3,344.70
DigitCom Canada Inc.	3,541.09
Direct Energy Regulated Services	178.90
Display Finishers	540.69
Distribution Alain Bonsant	1,115.24
Distribution directe	1,192.33
DML Graphics Inc.	11,399.56
Dollies & Boxes Unlimited	482.51
Domfile Inc.	3,069.81
Don Hall	3,400.00
Dostie Specialites	324.22
Dr. J.C. Paupst	6,100.00
Druxy's	304.29
Druxy's	102.32
Duracut	7,474.45
Dynamic Productions Inc	165.01
Edison Chong	1,339.58
Edmonton Chamber of Commerce	84.00
EFI Inc	92,218.67
Electro-5 INC.	538.95
Elite Lithographers Ltd.	126.00
Emballage Mitchell Lincoln	19,459.20

Creditor	(\$)
Emballages Jean Cartier Inc	6,532.36
Empire Pie Co Inc.	2,337.30
Empirelainc	4,712.31
Employees - wages, vacation pay, severance & termination	Unknown
Engineered Business Solutions	87,530.29
Enmax	9,896.72
Envelope Express	8,895.80
Envelope Express	48.76
Envelope Unlimited Inc.	3,058.39
Envirotech Office Systems Inc.	22,831.80
Envision Compliance	367.50
Equipement De Combustion Idéal Ltee	276.54
Ernest Green & Son Ltd	10,515.75
Ernest Green & Son Ltd	5,806.87
Executive Mat Service Ltd	1,376.91
Executive Mat Service Ltd	2,270.62
Expertise Medico-Legale	438.10
Factor Forms	4,332.32
Factor Forms West Ltd	1,222.56
Family Support	750.00
Federal Express Canada Ltd.	1,809.95
Federal Express Canada Ltd.	29,631.82
Federated Press	1,811.25
Fedex Trade Networks	977.51
Fedex Trade Networks	117.03
Fedex Trade Networks	236.45
FedEx Trade Networks	40.00
Fine Bouche (La)	73.37
FINITION SELECT INC.	6,364.74
Flash Reproductions	78.75
Flexomaster Pkg Inc	1,946.90
Flint Group Canada Ltd.	32,212.17
Flint Ink Corporation	19,757.28
Flint Packaging Products	6,575.40
Foilgrafix	8,183.44
Fondation de l'Institut de Gériatrie	100.00
Fonds De Solidarite FTQ	2,505.00
Fortescue Bindery Ltd	28,038.65
Four Points Express Inc.	5,382.49
Four Points Express Inc.	14.24
Francotyp-Postalia	9.60
Fuji Photo Film Canada Inc.	1,405.59
Fuji Photo Film Canada Inc.	3,325.14
Fuji Photo Film Canada Inc.	2,575.05
Fuji Photo Film Canada Inc.	29,805.17
G & K Services (Metro East)	27,429.05
G.E. Gilbert Inc.	232.30
Garland Converting	5,159.44
GE Canada Equipment Financing G.P.	1,224.03
General Fasteners Ltd	356.11
Genuity Capital Management	267,320.99
Gerrard Ovalstrapping Lte	222.60
Gestion Michel Couture	7,134.80
Global Crossing Conferencing	152.82
Gould Paper	273,454.37
Gould Paper	58,335.15
GP Trade Incorporated	1,437.71
Grafika Designs	157.50
Grand & Toy Limited	5,231.72
Grand&Toy	229.31
Grand&Toy	45.35

Creditor	(\$)
Graphic Finishers Inc.	9,250.11
Graphic Printing Roller Ltd	8,872.91
Gravure Gam	7,054.69
Great West Life & Annuity	29,640.91
Greenflow Environmental Services	330.75
Gregg Distributors Ltd	498.08
Groupe A & A	194.14
Groupe Cameron	855.15
Groupe Echo	301.00
Grovetree Press	3,863.98
GSP, Inc.	241.39
Gx Transportation Sol.	10,668.33
Gx Transportation Sol.	15,299.83
Halltech Inc.	5,790.75
Hammond Paper Co Ltd	6,109.16
Harrison Mallng Limited	9,782.92
Hartnett Press Services	7,206.79
Heidelberg Canada	370,024.71
Heidelberg Canada	1,915.56
Heidelberg Canada	3,475.89
Heidelberg Canada	23,322.08
Heidelberg Canada	1,016.78
Herwood Inc.	4,717.05
Hi-Tech Office Solutions	5,576.56
HO HO 1 Co.	14,539.86
Hodgson Shields Desbrisay O'Donnell Lip	26,241.31
Holmes Finishing House	120,393.15
Hop Industries Corp	829.92
Hostmann Steinberg	1,317.49
Hostmann Steinberg	266,964.33
Hostmann-Steinberg	13,334.56
Hostmann-Steinberg	1,137.27
Hughes Petroleum Ltd	14,611.56
Impack Finition	304.50
Imperial Coffee And Services	51,575.71
Infoscan	688.27
Instabox Alberta Inc	189.68
Instachange Displays Limited	48.56
Instachange Displays Limited	4,507.04
Intech Direct Inc.	6,300.00
Interbrand Canada Inc	13,091.05
International Time	26,824.73
Island Delivery Inc	3,399.92
ISTAmerica Corp.	3,150.00
J & R Pallet Recycling	208.43
J Burgett Bindery Repair Ltd	58,566.90
J. Allen Mounting & Finishing	141.09
Janico	46,351.00
JBR La Maison Du Papier	35.70
Jens Hansen, Financial Courier	808.50
Job Connection Inc.	494.07
Jobmaster Magnets Canada Inc.	6,346.47
Johnston Equipment	5,518.60
Johnston Equipment	111.10
Johnston Equipment	45,666.90
JTT Pressworks	1,745.63
K & V Pallets Inc.	1,169.68
Kally Bedi	9,838.41
Kawartha Envelopes	14,688.11
Kelstar Canada	118.52
Keystone	63.75
Kinecor Inc	

Creditor	(\$)
King Graphics Coatings Ltd.	5,225.38
Klockner Pentaplast Canada Inc.	86,936.42
KPMG LLP - Accounting Services Centre	399,233.77
Kuehne & Nagel Ltd	69.30
Kurz Transfer Products Canada	12,184.05
Labelad	8,395.18
Labelink	1,279.82
Labelink	223.77
Lafortune Cadieux S.E.N.C.R.L.	477.74
Laklé Inc	1,329.32
Lavery, De Billy	1,040.79
Lavery, De Billy	41,422.43
Lawson Products Inc.	925.15
Le Groupe A&A	37.87
Leader Petroleum Ltd.	1,524.60
Leigh Graphic Machinery	1,270.50
L'Empreinte	13,883.63
Les Carrières de St-Dominique	1,137.22
Leslie Electric Limited	138,860.74
Liftow Limited	208.17
Litho C.P.	789.00
Livraison Express YNH enr.	36.12
Locator Industries Ltd.	559.13
London Life Insurance Company	20,061.61
Longford Equipment Intl Ltd.	331.97
Lucas Ind Cleaning	283.50
Lucas Ind Cleaning	46.20
Lucien Cote Et Fils Inc	992.02
Lumen Sherbrooke	759.01
Lundy Plumbing & Heating	4,078.89
Lyreco (Canada) Inc	618.87
Lyreco (Canada) Inc	4,694.92
Lyrfac Inc	21.45
M & L Industries - U.S. \$	216,057.50
M&D Specialty Bindery Services	819.00
Magellan Express Ltd.	169.31
Manpower	58,389.96
Manpower	22,534.86
Manpower #04823404	2,826.92
Martha Todd & Assocaites	unknown
Martin Automatic Inc.	698.98
Martin Deschamps Inc.	95.94
Matrices ICON Steel Rule Dies	4,469.86
Matrimax Inc	14,995.35
Matrix Scale Service Inc.	361.60
Maximum Courier 3000	1,270.98
McCleary Industrial Construction Ltd.	32,303.75
McLeish Containers	911.30
Megtec Systems Inc.	825.86
Merrill Corporation Canada	26,775.00
Messagerie Mario Enr.	376.47
Metric Packaging Solutions	74.55
Metro Pest Control	126.00
Metro Waste Paper	5,251.68
Metro Wide Personnel	3,530.29
Metropolitan Die & Diecutting Inc	1,712.55
MI5 Digital Communications Inc.	261.45
Mid Country Laminating	2,100.00
Mike's Interior Tropical	787.50
Millcraft Paper Co (U.S. \$\$\$)	3,270.73
Millennium Bindery Services	15,246.30

Creditor	(\$)
Mirazed	12,980.63
MJ International & Assoc Inc	441.00
MJB Litho Inc.	7,918.25
Molnar Lithographics Supplies	23,485.22
Momentum 2000 Inc.	262.98
Moteurs Electriques Gosselin Inc.	12,585.17
Motion Canada Inc.	15.92
Muller Martini Canada	1,482.18
Muller Martini Canada	297.22
Muller Martini Canada	227.65
Multiple-Pakfold	1,823.89
National Fast Freight	29,903.87
National Hardware Sales	3,608.59
National Hose	303.24
Norampac	5,818.28
Norampac - Vaughan	16,009.41
Nordson Canada Ltd	1,682.52
One To One Mailing	7,293.30
Optikom	2,016.00
P.P.P Corporation	22,658.41
Pacific Bindery Services	15,685.95
Pack-Smart Inc.	6,742.17
Papier Coast	7,728.14
Paul McCarthy	2,001.38
PBC Emerging Images	4,716.60
Pearce Wellwood Ltd	1,071.00
Penny Lane Communications Inc	4,293.80
Penske Truck Leasing	13,285.52
Peter Nitchos	637.18
Phil Mar Bindery Ltd.	1,842.75
Phipps-Dickson	564.38
Pietro Persechino Inc	750.26
Pillar Direct	6,715.00
Pine Press Limited	682.50
Pitney Bowes	452.00
Pitney Bowes Global Credit Services	11,911.16
Pneumatic Industrial Equipment	623.18
Pneumax Canada	54.94
Point One Graphics Inc.	40,092.15
Precigrafik Inc	589.78
Precision Label Ltd.	1,496.67
Precision Plumbing	3,850.15
Primarc UV Curing Lamps	465.61
Prime Visual Marketing	5,789.25
Primus — Att: Audrey	5,299.57
Princess Auto	50.02
Print Guard Plus	8,363.25
Prisco Graphics Of Canada	297.15
Prisco Graphics Of Canada	5,566.12
Produits Graphiques Prestige	3,766.86
Promag	2,675.29
Pro-Tech Rigging & Industrial Movers Ltd	1,289.93
Publi Forme Inc.	2,604.36
Pure WaterConnection	176.50
Purolator Courier Ltd	721.73
Purolator Courier Ltd	2,984.96
Purolator Courier Ltd	1,997.06
Pusateri's Fine Foods	52.80
Q/Media Solutions Corp.	3,685.24
Québec Linge	1,730.78
Quebecor World Aurora/Rh	1,295.23

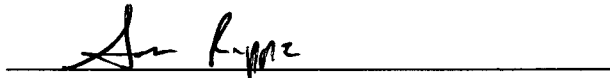
Creditor	(\$)
Quebecor World Aurora/Rh	497,758.55
Quebecor World Direct Group	50,632.80
Quebecor World Edmonton (#4003)	18,740.40
Quebecor World Inc.	1,000.00
Quebecor World L'Eclaireur/St-Romuald	1,450.72
Quebecor World Montreal/Magog (#4030)	26,043.16
Quebecor World St Jean (#4033)	4,574.58
Quebecor World Vancouver	704.30
Que-Net Media (Lithoplus)	10,132.50
QuikX	892.31
R & L Lamination Graphique Inc.	632.10
R&M Trade Laminating Ltd	945.00
R.S. Superior Bindery Services Inc.	9,659.58
Rapid Granulator Inc.	766.43
Rebus Graphics Inc.	4,045.13
Reliable Book Binders	67,907.66
Reliure Ké-Ro Inc	533.40
Reliure Montreal	8,719.60
Reliure Rive-Sud Inc.	10,270.72
Rentokil Pest Control	286.98
Reynolds Paper Company LTD	5,888.40
Ridgevale Services Inc	750.15
RM Refrigeration Morin Inc.	3,517.52
Robcan Air Conditioning	64,220.02
Robcan Air Conditioning	635.25
Robin Telasky	223.65
Rogers Cable TV	113.97
Rogers Sans-Fil	2,316.81
Rogers Wireless Inc.	834.05
Rona L'Entrepot	78.60
Royal Envelope Ltd	6,495.99
Royal Taxi	224.17
RSM Richter Corporation	39,359.27
Run Digital Inc.	657.30
Rycoline Inc.	7,952.41
S. K. & S Inc.	10,887.03
S.D. Corporate	6,176.00
SBS	409.45
Scierie Valcourt Inc.	1,670.56
SCL Imaging	2,016.00
Sema	2,525.26
Serico	51,989.60
Service Master Midtown	877.80
Services de sécurité ADT Canada Inc.	126.99
Shannon	6,819.89
SICPA Securink Corp.	370.70
Sign Craft	159.47
Sign Design	372.90
Signature Press	2,011.80
Simple Solution	10,809.09
SimplexGrinnell	963.90
Sina Printing Inc.	37,731.99
SK&S Inc	29,082.91
Slic Inc.	564.69
Slingshot Transportation Inc	1,705.65
SLM Direct Marketing Ltd	10,145.19
Smart DM	138,101.94
Solus Securite Inc	125.48
Sparkling Janitorial Services	3,543.75
Specialties Graphic Finishers	273,191.76
Spicers	437,445.03

Creditor	(\$)
	565.05
Spicers	6,878.56
Spicers	1,357.49
Springboard	412.93
Steeles Transfer Ltd	2,054.62
Sterling Lithographers Inc.	1,552.70
Studio de Photo Québécois Inc	1,819.76
Sumas Environmental Service Inc	2,968.37
Sumas Environmental Service Inc	1,249.03
Sun Chemical Limited	47.24
Supreme Basics	6,766.08
Supreme X Inc.	11,643.05
Supremex	772.12
Sylco Sylvester Sales	3,752.18
Syndicat des T. et T. de Grafikom CSN	3,076.50
Tammisto Landscaping	398.41
Technical Adhesive Ltd	4,255.39
Technorol	11,670.75
Technorol	2,722.20
Teckmark Label Systems Inc	1,957.44
Telecom Resource Corporation	1,469.22
Telus Communications	218.86
Telus Mobility	1,115.05
Telus Services Inc	347.79
Tenaquip Limited	1,566.34
TeraGo Networks Inc.	7,161.00
The CAD Room	10,150.92
The Data Group of Companies - Brampton	653.04
The Designory	15,575.22
The Office Source Inc.	85.79
The Toronto Sun	1,630.06
Tigerdirect.ca	173,897.64
Top Press Co Ltd	22,840.08
Top Press Co Ltd	690.00
Toronto Club of Printing House Craftsmen	7,020.44
Toronto Hydro Electric System	246,363.18
Torys LLP	449.46
Toshiba Business Solutions	50.15
Toshiba Business Solutions	3,273.37
Tourbe PR (9107-9947 Quebec Inc)	3,643.50
Trade Graphic Services	3,010.35
Trade Secret Printing Inc	135.73
Traductions Alain Gélinas Inc.	334.48
Transcontinental PLM	711.10
Transilwrap Company Inc	2,494.45
Transilwrap of Canada, Ltd	3,850.00
Transonic Freight Systems	436.93
Treasurer, City of Toronto	6,593.31
Trenholm Logistics	2,500.90
Tresu Royse Inc	2,649.07
Triquest Services Ltd.	661.05
Tri-Tech Office Solutions	253.45
ULINE	493.45
Unisource Can - Ind - Sup - Mississauga	1,119.37
Unisource Canada Inc	78,446.78
Unisource Canada Inc - Account # 423845	25,954.82
Unisource Canada Inc - Account # 423845	20,548.26
Unisource Canada Inc - Toronto	301.35
Unisource Canada Inc - Toronto	1,034.37
United Parcel Service Canada	110.25
University Landscaping Ltd	1,111.41
UPS	

Creditor	(\$)
UPS	349.33
UPS Canada	2,835.44
Van Houtte Coffee Service Inc	586.25
Videotron Telecom Ltee	9.65
Web Printing Controls, Co	1,303.15
West Canadian	1,204.61
What If Notes	1,549.69
Wideline Machine & Tool	6,148.81
William Huff Advertising Ltd.	824.21
William Kaplan Arbitration Services Inc.	2,625.00
Wilson Machine Knife	348.09
Winskill's Industries Ltd.	3,829.42
WonderCard	682.50
Wow Thermo Printing	1,029.00
Xpedx Canada Inc.	170,665.04
XT Creasing Matrix Ltd	297.42
XT Creasing Matrix Ltd	382.20
York Bookbinders	16,189.27
Zap Courier Services	46,100.90
Zap Courier Services	1,178.88
Zynpak Packaging Products Inc.	306.48
	<hr/> 9,045,992.49
Estimated Accounts payable accrued liabilities (including outstanding cheques)	2,544,000.00
Estimated accrued employees' and other liabilities	7,721,000.00
	<hr/> <hr/> 19,310,992.49

TAB E

**THIS IS EXHIBIT "E" TO THE
AFFIDAVIT OF JAMES DI GIACOMO
SWORN BEFORE ME THIS 19TH
DAY OF DECEMBER, 2008**

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

A COMMISSIONER FOR TAKING AFFIDAVITS
SAM RAPPOS

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM LIMITED PARTNERSHIP**

APPLICATION FOR BANKRUPTCY ORDER

BANK OF MONTREAL, as agent (the “**Agent**”) for Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (collectively, the “**Lenders**”), hereby applies to the Court that GRAFIKOM LIMITED PARTNERSHIP be adjudged bankrupt and that a bankruptcy order be made in respect of the property of the said GRAFIKOM LIMITED PARTNERSHIP, lately residing or carrying on business at 25 Scarsdale Road, Don Mills, Ontario, and says that:

1. GRAFIKOM LIMITED PARTNERSHIP has at some time during the six months next preceding the filing of this application carried on business at 25 Scarsdale Road, Don Mills, Ontario, within the jurisdiction of this Court.
2. GRAFIKOM LIMITED PARTNERSHIP is justly and truly indebted to the Lenders in an amount in excess of \$49 million up to the close of business on December 19 2008.
3. The Agent, for and on behalf of the Lenders, holds security for the payment of the said sum and presently estimates the value of such security at the sum of approximately \$23 million.
4. GRAFIKOM LIMITED PARTNERSHIP has, within the six months next preceding the filing of this application, committed the following act of bankruptcy, namely:
 - (a) GRAFIKOM LIMITED PARTNERSHIP has ceased to meet its liabilities generally as they become due, including without limitation, payment to the Lenders of the indebtedness owing by GRAFIKOM LIMITED PARTNERSHIP to the Lenders.

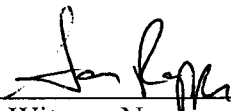
5. That **RSM Richter Inc.**, of the City of Toronto, Province of Ontario, is qualified to act as trustee of the property of the said debtor, has agreed to act as such, and is acceptable to the undermentioned creditor:

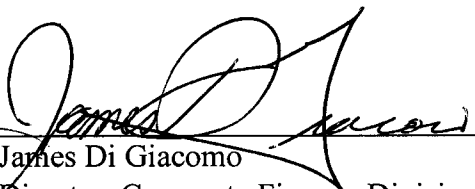
Creditor	Address	Amount
Bank of Montreal, as Agent for the Lenders	First Canadian Place 100 King Street West Toronto, ON M5X 1A1	In excess of \$49 million

DATED at Toronto, Ontario this 19th day of December, 2008.

SIGNED BY THE APPLICANT
in the presence of:

BANK OF MONTREAL


Witness Name: *SAM RAPPOR*

Per: 
Name: James Di Giacomo
Title: Director, Corporate Finance Division
Underwriting and Syndications Group

ISSUED at the City of Toronto, in the Province of Ontario, this
day of January, 2009

REGISTRAR

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

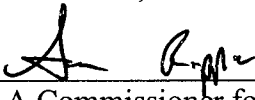
**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM LIMITED PARTNERSHIP**

AFFIDAVIT OF TRUTH

I, James Di Giacomo, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY THAT:**

1. I am Director in the Corporate Finance Division, Underwriting and Syndications Group of Bank of Montreal, and as such have personal knowledge of the facts herein deposed to.
2. GRAFIKOM LIMITED PARTNERSHIP is justly and truly indebted to Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (collectively, the “**Lenders**”) in an amount in excess of \$49 million up to the close of business on December 19, 2008, as stated in the application.
3. The facts alleged in the application annexed hereto are, within my own knowledge, true.
4. I have been duly authorized by Bank of Montreal, as agent for the Lenders, to swear this affidavit and file the application.

SWORN BEFORE ME at the City)
of Toronto, in the Province of)
Ontario, this 19th day of)
December, 2008)
)


A Commissioner for taking Affidavits

SAM RAPP


JAMES DI GIACOMO

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE
BANKRUPTCY OF GRAFIKOM
LIMITED PARTNERSHIP**

**APPLICATION FOR BANKRUPTCY
ORDER**

BORDEN LADNER GERVAIS LLP

Barristers & Solicitors
Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3Y4

SAM P. RAPPOS

Tel: 416-367-6033
Fax: 416-361-7306
LSUC Reg. #51399SQ
Solicitors for the Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM GENERAL PARTNER INC.**

APPLICATION FOR BANKRUPTCY ORDER

BANK OF MONTREAL, as agent (the “**Agent**”) for Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (collectively, the “**Lenders**”), hereby applies to the Court that GRAFIKOM GENERAL PARTNER INC. be adjudged bankrupt and that a bankruptcy order be made in respect of the property of the said GRAFIKOM GENERAL PARTNER INC., lately residing or carrying on business at 25 Scarsdale Road, Don Mills, Ontario, and says that:

1. GRAFIKOM GENERAL PARTNER INC. has at some time during the six months next preceding the filing of this application carried on business at 25 Scarsdale Road, Don Mills, Ontario, within the jurisdiction of this Court.
2. GRAFIKOM GENERAL PARTNER INC. is justly and truly indebted to the Lenders in an amount in excess of \$49 million up to the close of business on December 19 2008.
3. The Agent, for and on behalf of the Lenders, holds security for the payment of the said sum and presently estimates the value of such security at the sum of approximately \$23 million.
4. GRAFIKOM GENERAL PARTNER INC. has, within the six months next preceding the filing of this application, committed the following act of bankruptcy, namely:
 - (a) GRAFIKOM GENERAL PARTNER INC. has ceased to meet its liabilities generally as they become due, including without limitation, payment to the Lenders of the indebtedness owing by GRAFIKOM GENERAL PARTNER INC. to the Lenders.


5. That **RSM Richter Inc.**, of the City of Toronto, Province of Ontario, is qualified to act as trustee of the property of the said debtor, has agreed to act as such, and is acceptable to the undermentioned creditor:

Creditor	Address	Amount
Bank of Montreal, as Agent for the Lenders	First Canadian Place 100 King Street West Toronto, ON M5X 1A1	In excess of \$49 million

DATED at Toronto, Ontario this 19th day of December, 2008.

SIGNED BY THE APPLICANT
in the presence of:

BANK OF MONTREAL



Witness Name: *SAM RADOS*

Per: 

Name: James Di Giacomo

Title: Director, Corporate Finance Division
Underwriting and Syndications Group

ISSUED at the City of Toronto, in the Province of Ontario, this
day of January, 2009

REGISTRAR

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**


**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM GENERAL PARTNER INC.**

AFFIDAVIT OF TRUTH

I, James Di Giacomo, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY THAT:**

1. I am Director in the Corporate Finance Division, Underwriting and Syndications Group of Bank of Montreal, and as such have personal knowledge of the facts herein deposed to.
2. GRAFIKOM GENERAL PARTNER INC. is justly and truly indebted to Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (collectively, the “**Lenders**”) in an amount in excess of \$49 million up to the close of business on December 19, 2008, as stated in the application.
3. The facts alleged in the application annexed hereto are, within my own knowledge, true.
4. I have been duly authorized by Bank of Montreal, as agent for the Lenders, to swear this affidavit and file the application.

SWORN BEFORE ME at the City)
of Toronto, in the Province of)
Ontario, this 19th day of)
December, 2008)


A Commissioner for taking Affidavits
SAMPALDO


JAMES DI GIACOMO

Court File No. .

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

**IN THE MATTER OF THE
BANKRUPTCY OF GRAFIKOM
GENERAL PARTNER INC.**

**APPLICATION FOR BANKRUPTCY
ORDER**

BORDEN LADNER GERVAIS LLP
Barristers & Solicitors
Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3Y4

SAM P. RAPPOS
Tel: 416-367-6033
Fax: 416-361-7306
LSUC Reg. #51399SQ
Solicitors for the Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM.GRENVILLE LIMITED**

APPLICATION FOR BANKRUPTCY ORDER

BANK OF MONTREAL, as agent (the “**Agent**”) for Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (collectively, the “**Lenders**”), hereby applies to the Court that GRAFIKOM.GRENVILLE LIMITED be adjudged bankrupt and that a bankruptcy order be made in respect of the property of the said GRAFIKOM.GRENVILLE LIMITED, lately residing or carrying on business at 180 Bond Avenue, Don Mills, Ontario, and says that:

1. GRAFIKOM.GRENVILLE LIMITED has at some time during the six months next preceding the filing of this application carried on business at 180 Bond Avenue, Don Mills, Ontario, within the jurisdiction of this Court.
2. GRAFIKOM.GRENVILLE LIMITED is justly and truly indebted to the Lenders in an amount in excess of \$49 million up to the close of business on December 19 2008.
3. The Agent, for and on behalf of the Lenders, holds security for the payment of the said sum and presently estimates the value of such security at the sum of approximately \$23 million.
4. GRAFIKOM.GRENVILLE LIMITED has, within the six months next preceding the filing of this application, committed the following act of bankruptcy, namely:
 - (a) GRAFIKOM.GRENVILLE LIMITED has ceased to meet its liabilities generally as they become due, including without limitation, payment to the Lenders of the indebtedness owing by GRAFIKOM.GRENVILLE LIMITED to the Lenders.


5. That **RSM Richter Inc.**, of the City of Toronto, Province of Ontario, is qualified to act as trustee of the property of the said debtor, has agreed to act as such, and is acceptable to the undermentioned creditor:

Creditor	Address	Amount
Bank of Montreal, as Agent for the Lenders	First Canadian Place 100 King Street West Toronto, ON M5X 1A1	In excess of \$49 million

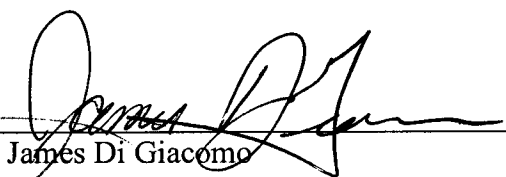
DATED at Toronto, Ontario this 19th day of December, 2008.

SIGNED BY THE APPLICANT
in the presence of:

BANK OF MONTREAL



Witness Name: *SAM RAPPPOS*

Per: 
Name: James Di Giacomo
Title: Director, Corporate Finance Division
Underwriting and Syndications Group

ISSUED at the City of Toronto, in the Province of Ontario, this
day of January, 2009

REGISTRAR

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

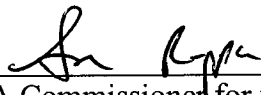
**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM.GRENVILLE LIMITED**

AFFIDAVIT OF TRUTH

I, James Di Giacomo, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY THAT:**

1. I am Director in the Corporate Finance Division, Underwriting and Syndications Group of Bank of Montreal, and as such have personal knowledge of the facts herein deposed to.
2. GRAFIKOM.GRENVILLE LIMITED is justly and truly indebted to Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (collectively, the “**Lenders**”) in an amount in excess of \$49 million up to the close of business on December 19, 2008, as stated in the application.
3. The facts alleged in the application annexed hereto are, within my own knowledge, true.
4. I have been duly authorized by Bank of Montreal, as agent for the Lenders, to swear this affidavit and file the application.

SWORN BEFORE ME at the City)
of Toronto, in the Province of)
Ontario, this 19th day of)
December, 2008)


A Commissioner for taking Affidavits

SAM RAPPOS


JAMES DI GIACOMO

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

**IN THE MATTER OF THE
BANKRUPTCY OF
GRAFIKOM.GRENVILLE LIMITED**

**APPLICATION FOR BANKRUPTCY
ORDER**

BORDEN LADNER GERVAIS LLP
Barristers & Solicitors
Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3Y4

SAM P. RAPPOS
Tel: 416-367-6033
Fax: 416-361-7306
LSUC Reg. #51399SQ
Solicitors for the Applicant

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM.SPEEDFAST LIMITED**

APPLICATION FOR BANKRUPTCY ORDER

BANK OF MONTREAL, as agent (the “**Agent**”) for Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (collectively, the “**Lenders**”), hereby applies to the Court that GRAFIKOM.SPEEDFAST LIMITED be adjudged bankrupt and that a bankruptcy order be made in respect of the property of the said GRAFIKOM.SPEEDFAST LIMITED, lately residing or carrying on business at 10924-119 Street, Edmonton, Alberta, and says that:

1. GRAFIKOM.SPEEDFAST LIMITED has at some time during the six months next preceding the filing of this application carried on business at 10924-119 Street, Edmonton, Alberta, within the jurisdiction of this Court.
2. GRAFIKOM.SPEEDFAST LIMITED is justly and truly indebted to the Lenders in an amount in excess of \$49 million up to the close of business on December 19 2008.
3. The Agent, for and on behalf of the Lenders, holds security for the payment of the said sum and presently estimates the value of such security at the sum of approximately \$23 million.
4. GRAFIKOM.SPEEDFAST LIMITED has, within the six months next preceding the filing of this application, committed the following act of bankruptcy, namely:

- (a) GRAFIKOM.SPEEDFAST LIMITED has ceased to meet its liabilities generally as they become due, including without limitation, payment to the Lenders of the indebtedness owing by GRAFIKOM.SPEEDFAST LIMITED to the Lenders.

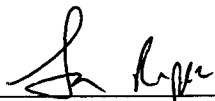
5. That **RSM Richter Inc.**, of the City of Calgary, Province of Alberta, is qualified to act as trustee of the property of the said debtor, has agreed to act as such, and is acceptable to the undermentioned creditor:

Creditor	Address	Amount
Bank of Montreal, as Agent for the Lenders	First Canadian Place 100 King Street West Toronto, ON M5X 1A1	In excess of \$49 million

DATED at Toronto, Ontario this 19th day of December, 2008.

SIGNED BY THE APPLICANT
in the presence of:

BANK OF MONTREAL



Witness Name: SAM RABIN

Per: 

Name: James Di Giacomo

Title: Director, Corporate Finance Division
Underwriting and Syndications Group

ISSUED at the City of Edmonton, in the Province of Alberta,
this day of January, 2009

REGISTRAR

Court File No.

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON
(IN BANKRUPTCY AND INSOLVENCY)**

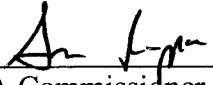
**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM.SPEEDFAST LIMITED**

AFFIDAVIT OF TRUTH

I, James Di Giacomo, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY THAT:**

1. I am Director in the Corporate Finance Division, Underwriting and Syndications Group of Bank of Montreal, and as such have personal knowledge of the facts herein deposed to.
2. GRAFIKOM.SPEEDFAST LIMITED is justly and truly indebted to Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (collectively, the "**Lenders**") in an amount in excess of \$49 million up to the close of business on December 19, 2008, as stated in the application.
3. The facts alleged in the application annexed hereto are, within my own knowledge, true.
4. I have been duly authorized by Bank of Montreal, as agent for the Lenders, to swear this affidavit and file the application.

SWORN BEFORE ME at the City)
of Toronto, in the Province of)
Ontario, this 19th day of)
December, 2008)


A Commissioner for taking Affidavits

SAM RALLIOS


JAMES DI GIACOMO

Court File No.

**IN THE COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE OF EDMONTON
(IN BANKRUPTCY AND INSOLVENCY)**

**IN THE MATTER OF THE
BANKRUPTCY OF
GRAFIKOM.SPEEDFAST LIMITED**

**APPLICATION FOR BANKRUPTCY
ORDER**

BORDEN LADNER GERVAIS LLP

Barristers & Solicitors
1000 Canterra Tower
400 Third Avenue S.W.
Calgary, Alberta
T2P 4H2

R.J. Daniel Gilborn

Tel: (403) 232-9690

Fax: (403) 266-1395

Solicitors for the Applicant

IN THE MATTER OF AN APPLICATION UNDER SECTION 47 (1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3
AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43

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

- and -
GRAFIKOM LIMITED PARTNERS, GRAFIKOM GENERAL PARTNER
INC., GRAFIKOM.SPEEDFAST LIMITED AND GRAFIKOM.GRENVILLE
LIMITED

Applicant	Respondents
	<p data-bbox="524 235 621 753"><i>ONTARIO</i> SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p data-bbox="654 235 686 827">PROCEEDINGS COMMENCED AT TORONTO</p>
	<p data-bbox="756 275 821 787">AFFIDAVIT OF JAMES DI GIACOMO (sworn 19 December 2008)</p>
	<p data-bbox="889 424 1019 884">BORDEN LADNER GERVAIS LLP Barristers and Solicitors Scotia Plaza, 40 King Street West Toronto, Ontario, M5H 3Y4</p> <p data-bbox="1057 491 1187 884">MICHAEL MACNAUGHTON Tel.: 416-367-6646 Fax: 416-682-2837 LSUC # 25889U</p> <p data-bbox="1224 653 1354 884">SAM P. RAPPOS Tel.: 416-367-6033 Fax: 416-361-7306 LSUC # 51399S</p> <p data-bbox="1393 562 1425 884">Solicitors for the Applicant</p>

IN THE MATTER OF AN APPLICATION UNDER SECTION 47 (1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3
AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43

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

- and -
GRAFIKOM LIMITED PARTNERS, GRAFIKOM GENERAL PARTNER
INC., GRAFIKOM.SPEEDFAST LIMITED AND GRAFIKOM.GRENVILLE
LIMITED

Applicant	Respondents
	<p data-bbox="526 310 623 751"><i>ONTARIO</i> SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p data-bbox="656 237 688 825">PROCEEDINGS COMMENCED AT TORONTO</p> <p data-bbox="756 354 821 707">MOTION RECORD (returnable 5 January 2009)</p> <p data-bbox="889 424 1019 884">BORDEN LADNER GERVAIS LLP Barristers and Solicitors Scotia Plaza, 40 King Street West Toronto, Ontario, M5H 3Y4</p> <p data-bbox="1058 491 1188 884">MICHAEL MACNAUGHTON Tel.: 416-367-6646 Fax: 416-682-2837 LSUC # 25889U</p> <p data-bbox="1227 653 1357 884">SAM P. RAPPOS Tel.: 416-367-6033 Fax: 416-361-7306 LSUC # 51399S</p> <p data-bbox="1396 562 1429 884">Solicitors for the Applicant</p>