

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

**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM LIMITED PARTNERSHIP
OF THE CITY OF TORONTO, PROVINCE OF ONTARIO**

**MOTION RECORD
CONSOLIDATION OF PROCEEDINGS**

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

**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM LIMITED PARTNERSHIP
OF THE CITY OF TORONTO, PROVINCE OF ONTARIO**

**MOTION RECORD
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TAB A

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

**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM LIMITED PARTNERSHIP
OF THE CITY OF TORONTO, PROVINCE OF ONTARIO**

NOTICE OF MOTION

RSM Richter Inc. (“**Richter**”), in its capacity as Trustee in Bankruptcy (the “**Trustee**”) of each of Grafikom Limited Partnership (“**LP**”), Grafikom General Partner Inc. (“**GP**”) and Grafikom.Grenville Limited (“**Grenville**”), will make a motion to a judge presiding over the Commercial List on Monday, February 2, 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 an order substantially in the form attached as Schedule “1” to this Notice of Motion including, *inter alia*, for the following relief:

- (a) if necessary, abridging the time for service of this Notice of Motion and the Motion Record and validating the form of service effected;
- (b) providing for the procedural consolidation of the estates in bankruptcy of LP, GP and Grenville as follows:
 - (i) assigning a single Court File number of 31-OR-207609-T and title of proceeding of “In the Matter of the Bankruptcy of Grafikom Limited

Partnership, of the City of Toronto, Province of Ontario" to the proceedings in the bankrupt estates of LP, GP and Grenville;

- (ii) authorizing the Trustee to administer the bankrupt estates of LP, GP and Grenville as if such bankrupt estates were a single bankrupt estate for the purpose of carrying out its administrative duties and responsibilities as trustee under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") with respect to the administration of bankrupt estates generally, including without limitation:
 - (A) allowing meetings of creditors and inspectors in the bankrupt estates of LP, GP and Grenville to be convened through one combined advertisement and conducted jointly, provided that the results of any creditors' vote shall be separately tabulated for each such bankrupt estate;
 - (B) authorizing the use of a consolidated form of proof of claim which directs creditors to identify the bankrupt estate in which a claim is made for voting and for distribution purposes;
 - (C) authorizing the Trustee to issue consolidated reports in respect of the bankrupt estates of LP, GP and Grenville;
 - (D) authorizing a consolidated making, filing, advertising and distribution of all filings and notices in the bankrupt estates of LP, GP and Grenville required under the BIA;
 - (E) providing for the election of a single group of inspectors for the consolidated bankrupt estates of LP, GP and Grenville, unless an objection is raised at the first meeting of creditors in which case separate groups of inspectors shall be elected for the bankrupt estate(s) in which an objection was raised;

- (F) authorizing the Trustee to open a single consolidated estate bank account for LP, GP and Grenville;
 - (G) authorizing the Trustee to conduct all such other administrative duties and responsibilities to be carried out by a trustee in the administration of a bankrupt estate; and
 - (iii) authorizing and directing the Trustee to file all documents in any of LP, GP and Grenville's bankrupt estates in the Court file for the bankrupt estate of LP, being Court file number 31-OR-207609-T, and to file a copy of this order in the Court file for each of LP, GP and Grenville bankrupt estates.
- (c) Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. Rule 3.02 of the *Rules of Civil Procedure*.
2. Section 183 of the BIA.
3. Pursuant to bankruptcy orders made by this Honourable Court against LP, GP and Grenville on January 27, 2009, Richter was appointed Trustee of the bankrupt estates of LP, GP and Grenville.
4. Richter was also appointed as Trustee in the bankrupt estate of Grafikom.Speedfast Limited ("**Speedfast**", collectively with LP, GP and Grenville, "**Grafikom**"), a related company based in Alberta, pursuant to a bankruptcy order of The Court of Queen's Bench of Alberta, Judicial District of Edmonton, made on January 27, 2009.
5. Pursuant to an order of this Honourable Court made on November 10, 2008 (the "**Receivership Order**"), Richter was also appointed the interim receiver and receiver and manager (the "**Receiver**") of all of the property, assets and undertakings of Grafikom, 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.

6. All assets of Grafikom are being realized upon by the Receiver.
7. The majority of Grafikom's assets were subject to two going-concern transactions (the "**Sale Transactions**"), which closed on December 18, 2008. The particulars of the Sale Transactions were more fully described by the Receiver in the First Report to Court of the Receiver dated December 11, 2008, which has been previously filed with this Honourable Court in the receivership proceedings, Court File No. 08-CL-7840. Both Sale Transactions were approved by this Honourable Court pursuant to orders made in the receivership proceedings on December 18, 2008.
8. Pursuant to an order made by this Honourable Court on January 28, 2009 in the receivership proceedings (the "**Distribution Order**"), the Receiver is authorized and directed to distribute, from the funds currently held by the Receiver, the amounts of:
 - (a) \$15 million to the major secured creditor of Grafikom, Bank of Montreal, as Agent for a lending syndicate comprised of Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (the "**Lending Syndicate**"), which has a charge on all of the business and assets of Grafikom; and
 - (b) \$8.4 million, inclusive of goods and services tax, to CIT Financial Ltd. ("**CIT**"), which has a charge on certain equipment included in one of the two Sale Transactions.
9. The Receiver has received an opinion from its counsel Osler Hoskin & Harcourt LLP, that subject to the assumptions and qualifications contained therein, the security interests of the Lending Syndicate and of CIT are valid and as such are enforceable as against a Trustee in Bankruptcy.
10. As at the date of the Receivership Order, the Lending Syndicate was owed by Grafikom approximately \$49 million.
11. The costs of the administration of the bankrupt estates of Grafikom are being borne by the Lending Syndicate, which will likely suffer a significant financial shortfall, leaving no funds available for unsecured creditors.

12. To the extent possible, the Trustee is seeking to minimize the cost of administering the bankruptcies of LP, GP and Grenville.

13. The procedural consolidation of the bankrupt estates of LP, GP and Grenville, would allow the Trustee to avoid performing, *inter alia*, the following separate actions in respect of each of LP, GP and Grenville, thereby reducing certain administrative expenses:

- (a) convening and conducting meetings of creditors and inspectors;
- (b) making, filing, advertising and distribution of all filings and notices required under the BIA;
- (c) appointing separate groups of inspectors;
- (d) opening separate bank accounts; and
- (e) conducting all such other administrative duties and responsibilities to be carried out by a trustee in the administration of a bankrupt estate.

14. If the Trustee is required to perform a separate body of work, as described above, in respect of each of LP, GP and Grenville separately, the expenses of the bankruptcy administration of these bankrupt estates would be increased and the realization by the Lending Syndicate would be reduced, thereby diminishing the already faint possibility of any recovery to the unsecured creditors.

15. A procedural consolidation of the bankrupt estates of LP, GP and Grenville will enable the Trustee to administer the estates as one and to take the actions described in paragraph 13 above only once, significantly reducing the costs of administration of such bankrupt estates.

16. A procedural consolidation of the bankrupt estates of LP, GP and Grenville will not result in prejudice to any of the creditors.

17. The Trustee is not requesting that Speedfast be subject to the Order sought herein as Speedfast is the Alberta based company and the administration of the bankrupt estate of Speedfast will be carried on by the Trustee in Alberta.

18. Such further and other grounds as counsel may advise and this Honourable Court may consider.

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

1. First Report of the Trustee, dated January 28, 2009; and
2. Such further and other material as counsel may advise and this Honourable Court permit.

January 28, 2009

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as Trustee in Bankruptcy of Grafikom Limited
Partnership, Grafikom General Partner Inc. and
Grafikom.Grenville Limited

TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE)	FRIDAY, THE 2 nd DAY
MR. JUSTICE WILTON-SIEGEL)	
)	OF FEBRUARY, 2009

IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM LIMITED PARTNERSHIP
OF THE CITY OF TORONTO, PROVINCE OF ONTARIO

ORDER

THIS MOTION, made by RSM Richter Inc. ("**Richter**") in its capacity as trustee in bankruptcy (the "**Trustee**") of Grafikom Limited Partnership ("**LP**"), Grafikom General Partner Inc. ("**GP**") and Grafikom.Grenville Limited ("**Grenville**") (collectively, the "**Bankrupts**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of Richter in its capacity as Trustee in bankruptcy of the Bankrupts (the "**Trustee**") dated January 28, 2009 (the "**First Report**") and on hearing the submissions of counsel to the Trustee, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein be and it is hereby abridged, if necessary, that the motion is properly returnable today, that further service thereof be and is hereby dispensed with and that all parties entitled to receive service of the Notice of Motion have been duly served.
2. **THIS COURT ORDERS** that the Trustee may administer the bankrupt estates of LP, GP and Grenville on a consolidated basis, as follows:
 - (a) A single court file number of 31-OR-207609-T and title of proceeding of "In the Matter of the Bankruptcy of Grafikom Limited Partnership, of the City of

Toronto, Province of Ontario” shall be assigned to the proceedings in the bankrupt estates of LP, GP and Grenville;

- (b) The Trustee is authorized to administer the bankrupt estates of LP, GP and Grenville as if such bankrupt estates were a single bankrupt estate for the purpose of carrying out its administrative duties and responsibilities as trustee under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) with respect to the administration of bankrupt estates generally, including without limitation:
- (i) meetings of creditors and inspectors in the bankrupt estates of LP, GP and Grenville may be convened through one combined advertisement and conducted jointly, provided that the results of any creditors’ vote shall be separately tabulated for each such bankrupt estate;
 - (ii) the Trustee is authorized to use a consolidated form of proof of claim which directs creditors to identify the bankrupt estate in which a claim is made for voting and for distribution purposes;
 - (iii) the Trustee is authorized to issue consolidated reports in respect of the bankrupt estates of LP, GP and Grenville;
 - (iv) the Trustee is authorized to perform a consolidated making, filing, advertising and distribution of all filings and notices in the bankrupt estates of LP, GP and Grenville required under the BIA;
 - (v) a single group of inspectors shall be the inspectors for the consolidated bankrupt estates of LP, GP and Grenville, unless an objection is raised at the first meeting of creditors in which case separate groups of inspectors shall be elected for the bankrupt estate(s) in which an objection was raised;
 - (vi) the Trustee is authorized to open a single consolidated estate bank account for LP, GP and Grenville; and

(vii) the Trustee is authorized to conduct all such other administrative duties and responsibilities to be carried out by a trustee in the administration of a bankrupt estate.

(c) The Trustee is authorized and directed to file all documents in any of LP, GP and Grenville's bankrupt estates in the Court file for the bankrupt estate of LP, being Court file number 31-OR-207609-T, and to file a copy of this order in the Court file for each of LP, GP and Grenville bankrupt estates.

3. **THIS COURT ORDERS** that this procedural consolidation is not intended to be a substantive consolidation of the bankrupt estates of LP, GP and Grenville, and will automatically terminate if the Trustee is replaced as trustee of any but not all of the estates.

Draft

IN THE MATTER OF THE BANKRUPTCY OF GRAFIKOM LIMITED PARTNERSHIP
OF THE CITY OF TORONTO, PROVINCE OF ONTARIO

Ontario
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceeding commenced at Toronto

ORDER

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in its capacity as Trustee in Bankruptcy of
GrafiKom Limited Partnership,
GrafiKom General Partner Inc. and
GrafiKom Grenville Limited

Draft

TAB 2

RSM! Richter

First Report of RSM Richter Inc. as Trustee in the Bankrupt Estates of Grafikom Limited Partnership, Grafikom General Partner Inc. and Grafikom.Grenville Limited

RSM Richter Inc.
Toronto, January 28, 2009

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Court File Nos.: 31-OR-207607-T
31-OR-207608-T
31-OR-207609-T

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

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

**FIRST REPORT OF RSM RICHTER INC.
Dated January 28, 2009**

1. INTRODUCTION

This report ("Report") is filed by RSM Richter Inc. ("Richter"), in its capacity as trustee ("Trustee") in the bankrupt estates of Grafikom Limited Partnership ("LP"), Grafikom General Partner Inc. ("GP") and Grafikom.Grenville Limited ("Grenville") pursuant to bankruptcy orders made against LP, GP and Grenville on January 27, 2009. Richter was also appointed as Trustee in the bankrupt estate of Grafikom.Speedfast Limited ("Speedfast", collectively with LP, GP and Grenville, "Grafikom" or the "Company"), a related company based in Alberta, pursuant to a bankruptcy order of The Court of Queen's Bench of Alberta, Judicial District of Edmonton, made January 27, 2009. Copies of the bankruptcy orders are provided in Appendix "A".

Pursuant to an order of the *Ontario* Superior Court of Justice (Commercial List) (the "Court") dated November 10, 2008 (the "Receivership Order"), Richter was also appointed the interim receiver and receiver and manager (the "Receiver") of all of the property, assets and undertakings of Grafikom, 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. A copy of the Receivership Order is attached as Appendix "B".

1.1 Purposes of this Report

The purposes of this Report are to:

- a) Provide this Honourable Court with brief background information on the Company; and
- b) Recommend that this Honourable Court make a procedural consolidation order (the "Procedural Consolidation Order") in respect of LP, GP and Grenville, three related bankrupt estates.

1.2 Currency

Unless otherwise noted, all currency references in this Report are to Canadian dollars.

1.3 Documents Filed in these Proceedings

Richter has posted all documents filed with the Court in the receivership and bankruptcy proceedings on its website at: <http://www.rsmrichter.com/restructuring.aspx>.

1.4 Terms of Reference

In developing this Report, the Trustee has relied upon unaudited financial information prepared by the Company's management, the Company's books and records and discussions with its management. The Trustee has not performed an audit or other verification of such information. An examination of the Company's financial forecasts as outlined in the *Canadian Institute of Chartered Accountants Handbook* has not been performed. Future-oriented financial information relied upon in this Report is based on management's assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. The Trustee expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report, or relied upon by the Trustee in preparing this Report.

2. BACKGROUND INFORMATION

The Company formerly offered commercial printing, specialty packaging, inventory management and fulfillment services. The Company serviced customers in a broad range of industries, including financial, technology, automotive, advertising and entertainment.

Prior to commencement of the receivership proceedings, the Company operated a network of eight facilities and one warehouse across Canada and in Mexico. Approximately 550 individuals were employed by the Company prior to the date of the Receivership Order. At the date of the Receivership Order, all operations had ceased. The Receiver recommenced operations on a limited basis in order to, *inter alia*, complete certain customer orders.

The majority of the Company's assets were subject to two going-concern transactions (the "Sale Transactions"), which closed on December 18, 2008. The particulars of the Sale Transactions were more fully described by the Receiver in the First Report to Court of the Receiver dated December 11, 2008, which has been previously filed with this Honourable Court in the receivership proceedings, Court File No. 08-CL-7840. Both Sale Transactions were approved by this Honourable Court pursuant to orders made in the receivership proceedings on December 18, 2008.

3. SECURED CREDITORS

All assets of the Company are being realized upon by the Receiver. Pursuant to an order made by this Honourable Court on January 28, 2009 in the receivership proceedings (the "Distribution Order"), the Receiver is authorized and directed to distribute, from the funds currently held by the Receiver, the amounts of:

- \$15 million to the major secured creditor of the Company, Bank of Montreal, as Agent for a lending syndicate comprised of Bank of Montreal, The Bank of Nova Scotia and Alberta Treasury Branches (the "Lending Syndicate"), which has a charge on all of the business and assets of the Company; and

- \$8.4 million, inclusive of Goods and Services Tax, to CIT Financial Ltd. ("CIT"), which has a charge on certain equipment included in one of the two Sale Transactions.

The Receiver has received an opinion from its counsel, Osler, Hoskin & Harcourt LLP (which the Trustee will be proposing to be appointed as counsel for the bankrupt estates of the Company), that subject to the assumptions and qualifications contained therein, the security interests of the Lending Syndicate and of CIT are valid and as such are enforceable as against a Trustee in Bankruptcy.

4. RATIONALE FOR PROCEDURAL CONSOLIDATION

The costs of the administration of the bankrupt estates of the Company are being borne directly or indirectly (by way of a third party guarantee from the Receiver) by the Lending Syndicate. As at the date of the Receivership Order, the Lending Syndicate was owed approximately \$49 million. It appears that the Lending Syndicate will likely suffer a significant shortfall, leaving no funds available for unsecured creditors. To the extent possible, the Trustee is seeking to minimize the cost of administering the bankruptcies.

The Procedural Consolidation Order, if made by this Honourable Court, would allow the Trustee to avoid performing, *inter alia*, the following separate actions in respect of each of LP, GP and Grenville, thereby reducing certain administrative expenses:

- Convening and conducting meetings of creditors and inspectors;
- making, filing, advertising and distribution all filings and notices required under the BIA;
- appointing separate groups of inspectors;

- opening separate bank accounts; and
- conducting all such other administrative duties and responsibilities to be carried out by a trustee in the administration of a bankrupt estate.

Accordingly, a procedural consolidation of the bankrupt estates of LP, GP and Grenville will enable the Trustee to administer the estates as one and to take the above actions only once, significantly reducing the costs of administration of such bankrupt estates. This will not result in prejudice to any of the creditors. Creditors will be asked to specify in their proofs of claim the particular company or companies against which their claim is being filed.

The Trustee is not requesting that Speedfast be subject to the Procedural Consolidation Order, if made by this Honourable Court, as that company was based in Edmonton, Alberta. The Speedfast bankruptcy is to be administered by the Trustee in Alberta.

5. RECOMMENDATION

Inasmuch as all the assets of the bankrupt estates of the Company are fully encumbered and no creditors will be prejudiced by a procedural consolidation, to reduce the costs of administration, the Trustee respectfully recommends that a Procedural Consolidation Order be made by this Honourable Court, procedurally consolidating the bankrupt estates of LP, GP and Grenville as follows:

- a) assigning a single Court File number of 31-OR-207609-T and title of proceeding of "In the Matter of the Bankruptcy of Grafikom Limited Partnership, of the City of Toronto, Province of Ontario" to the proceedings in the bankrupt estates of LP, GP and Grenville;
- b) authorizing the Trustee to administer the bankrupt estates of LP, GP and Grenville as if such bankrupt estates were a single bankrupt estate for the purpose of carrying out its administrative duties and responsibilities as trustee under the BIA with respect to the administration of bankrupt estates generally, including without limitation:

- allowing meetings of creditors and inspectors in the bankrupt estates of LP, GP and Grenville to be convened through one combined advertisement and conducted jointly, provided that the results of any creditors' vote shall be separately tabulated for each such bankrupt estate;
 - authorizing the use of a consolidated form of proof of claim which directs creditors to identify the bankrupt estate in which a claim is made for voting and for distribution purposes;
 - authorizing the Trustee to issue consolidated reports in respect of the bankrupt estates of LP, GP and Grenville;
 - authorizing a consolidated making, filing, advertising and distribution of all filings and notices in the bankrupt estates of LP, GP and Grenville required under the BIA;
 - providing for the election of a single group of inspectors for the consolidated bankrupt estates of LP, GP and Grenville, unless an objection is raised at the first meeting of creditors in which case separate groups of inspectors shall be elected for the bankrupt estate(s) in which an objection was raised;
 - authorizing the Trustee to open a single consolidated estate bank account for LP, GP and Grenville; and
 - authorizing the Trustee to conduct all such other administrative duties and responsibilities to be carried out by a trustee in the administration of a bankrupt estate;
- c) authorizing and directing the Trustee to file all documents in any of LP, GP and Grenville's bankrupt estates in the Court file for the bankrupt estate of LP, being Court file number 31-OR-207609-T, and to file a copy of the Procedural Consolidation Order in the Court file for each of LP, GP and Grenville bankrupt estates.

* * *

All of which is respectfully submitted,

RSM Richter Inc.

**RSM RICHTER INC.
IN ITS CAPACITY AS TRUSTEE OF THE BANKRUPT ESTATES OF
GRAFIKOM LIMITED PARTNERSHIP, GRAFIKOM GENERAL PARTNER INC.
AND GRAFIKOM.GRENVILLE LIMITED
AND NOT IN ITS PERSONAL CAPACITY**

RSM Richter

TAB A

Court File No. 31-OR-207609-T

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

THE HONOURABLE MR.
JUSTICE WILTON-SIEGEL

)
)
)

TUESDAY, THE 27TH DAY
OF JANUARY, 2009



**IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM LIMITED PARTNERSHIP
OF THE CITY OF TORONTO, PROVINCE OF ONTARIO**

BANKRUPTCY ORDER

UPON THE APPLICATION of Bank of Montreal, as agent for Bank of Montreal, The Bank of Nova Scotia, and Alberta Treasury Branches (the "**Applicant**"), a Canadian chartered bank, carrying on business in the City of Toronto, in the Province of Ontario and elsewhere throughout Canada, issued on the 26th day of January, 2009, and upon reading the Affidavit of Truth of James Di Giacomo, filed, the Order of Justice Wilton-Siegel dated January 23, 2009 Court File No. 08-CL-7840, the consent of RSM Richter Inc., Court-appointed interim receiver and receiver and manager of GRAFIKOM LIMITED PARTNERSHIP, and the Affidavit of Service of Sam Rappos sworn January 27, 2009, and upon hearing submissions from counsel for the Applicant, and it appearing to the Court that the following act of bankruptcy has been committed, namely:

- (a) the said GRAFIKOM LIMITED PARTNERSHIP has ceased to meet its liabilities generally as they become due.

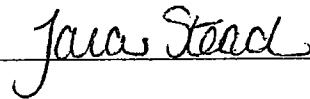
1. **THIS COURT ORDERS** that GRAFIKOM LIMITED PARTNERSHIP, with its registered office at 40 King Street West, Scotia Plaza, Suite 4900, Toronto, Ontario M5H 3Y2, be and is hereby adjudged bankrupt and a bankruptcy order is hereby made against the said GRAFIKOM LIMITED PARTNERSHIP.

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2. **THIS COURT ORDERS** that RSM Richter Inc., of the City of Toronto, in the Province of Ontario, be and is hereby appointed Trustee of the estate of the said bankrupt.

3. **THIS COURT ORDERS** that the said Trustee give security in an amount to be fixed by the Official Receiver pursuant to section 16(1) of the *Bankruptcy and Insolvency Act*.

4. **THIS COURT ORDERS** that the costs of and incidental to this application and bankruptcy order be paid to the Applicant out of the assets of the estate upon taxation thereof.



Tara Stead
Officer of the Bankruptcy Court of Ontario

Court File No. 31-OR-207609-T

IN THE MATTER OF THE BANKRUPTCY OF GRAFIKOM LIMITED PARTNERSHIP OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

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

PROCEEDINGS COMMENCED AT TORONTO

BANKRUPTCY ORDER

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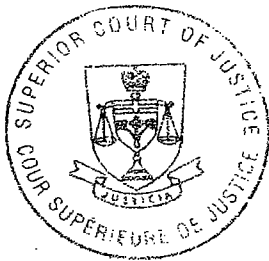
Solicitors for the Applicant

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Court File No. 31-OR-207607-T

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE MR.)	TUESDAY, THE 27 TH DAY
)	
JUSTICE WILTON-SIEGEL)	OF JANUARY, 2009



IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM GENERAL PARTNER INC.
OF THE CITY OF TORONTO, PROVINCE OF ONTARIO

BANKRUPTCY ORDER

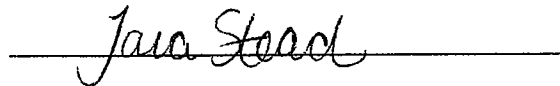
UPON THE APPLICATION of Bank of Montreal, as agent for Bank of Montreal, The Bank of Nova Scotia, and Alberta Treasury Branches (the "**Applicant**"), a Canadian chartered bank, carrying on business in the City of Toronto, in the Province of Ontario and elsewhere throughout Canada, issued on the 26th day of January, 2009, and upon reading the Affidavit of Truth of James Di Giacomo, filed, the Order of Justice Wilton-Siegel dated January 23, 2009 Court File No. 08-CL-7840, the consent of RSM Richter Inc., Court-appointed interim receiver and receiver and manager of GRAFIKOM GENERAL PARTNER INC., and the Affidavit of Service of Sam Rappos sworn January 27, 2009, and upon hearing submissions from counsel for the Applicant, and it appearing to the Court that the following act of bankruptcy has been committed, namely:

- (a) the said GRAFIKOM GENERAL PARTNER INC. has ceased to meet its liabilities generally as they become due.

1. **THIS COURT ORDERS** that GRAFIKOM GENERAL PARTNER INC., with its registered office at 40 King Street West, Scotia Plaza, Suite 4900, Toronto, Ontario M5H 3Y2, be and is hereby adjudged bankrupt and a bankruptcy order is hereby made against the said GRAFIKOM GENERAL PARTNER INC.

- 2 -

2. **THIS COURT ORDERS** that RSM Richter Inc., of the City of Toronto, in the Province of Ontario, be and is hereby appointed Trustee of the estate of the said bankrupt.
3. **THIS COURT ORDERS** that the said Trustee give security in an amount to be fixed by the Official Receiver pursuant to section 16(1) of the *Bankruptcy and Insolvency Act*.
4. **THIS COURT ORDERS** that the costs of and incidental to this application and bankruptcy order be paid to the Applicant out of the assets of the estate upon taxation thereof.

A handwritten signature in cursive script, reading "Tara Stead", is written over a horizontal line.

Tara Stead
Judge of the Bankruptcy Court of Ontario

IN THE MATTER OF THE BANKRUPTCY OF GRAFIKOM GENERAL PARTNER INC. OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

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

PROCEEDINGS COMMENCED AT TORONTO

BANKRUPTCY 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 RAPPOS

Tel.: 416-367-6033
Fax: 416-361-7306
LSUC # 51399S

Solicitors for the Applicant

::ODMA\PCDOCS\TOR01\39991013

Court File No. 31-OR-207608-T

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE MR.
 JUSTICE WILTON-SIEGEL

)
)
)

TUESDAY, THE 27TH DAY
 OF JANUARY, 2009



IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM.GRENVILLE LIMITED
OF THE CITY OF TORONTO, PROVINCE OF ONTARIO

BANKRUPTCY ORDER

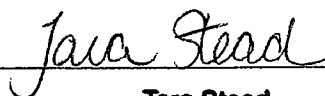
UPON THE APPLICATION of Bank of Montreal, as agent for Bank of Montreal, The Bank of Nova Scotia, and Alberta Treasury Branches (the "**Applicant**"), a Canadian chartered bank, carrying on business in the City of Toronto, in the Province of Ontario and elsewhere throughout Canada, issued on the 26th day of January, 2009, and upon reading the Affidavit of Truth of James Di Giacomo, filed, the Order of Justice Wilton-Siegel dated January 23, 2009 Court File No. 08-CL-7840, the consent of RSM Richter Inc., Court-appointed interim receiver and receiver and manager of GRAFIKOM.GRENVILLE LIMITED, and the Affidavit of Service of Sam Rappos sworn January 27, 2009, and upon hearing submissions from counsel for the Applicant, and it appearing to the Court that the following act of bankruptcy has been committed, namely:

- (a) the said GRAFIKOM.GRENVILLE LIMITED has ceased to meet its liabilities generally as they become due.

1. **THIS COURT ORDERS** that GRAFIKOM.GRENVILLE LIMITED, with its registered office at 180 Bond Avenue, Toronto, Ontario, Canada M3B 3P3, be and is hereby adjudged bankrupt and a bankruptcy order is hereby made against the said GRAFIKOM.GRENVILLE LIMITED.

- 2 -

2. **THIS COURT ORDERS** that RSM Richter Inc., of the City of Toronto, in the Province of Ontario, be and is hereby appointed Trustee of the estate of the said bankrupt.
3. **THIS COURT ORDERS** that the said Trustee give security in an amount to be fixed by the Official Receiver pursuant to section 16(1) of the *Bankruptcy and Insolvency Act*.
4. **THIS COURT ORDERS** that the costs of and incidental to this application and bankruptcy order be paid to the Applicant out of the assets of the estate upon taxation thereof.



Tara Stead
Officer of the Bankruptcy Court of Ontario

IN THE MATTER OF THE BANKRUPTCY OF GRAFIKOM.GRENVILLE LIMITED OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

PROCEEDINGS COMMENCED AT TORONTO

BANKRUPTCY ORDER

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors

Scotia Plaza, 40 King Street West

Toronto, Ontario, M5H 3Y4

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LSUC # 25889U

SAM RAPPOS

Tel.: 416-367-6033

Fax: 416-361-7306

LSUC # 51399S

Solicitors for the Applicant

::ODMA\FPCDOCS\TOR01\3999108\3

BKY No.

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT OF EDMONTON

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
GRAFIKOM.SPEEDFAST LIMITED

BEFORE REGISTRAR

IN CHAMBERS

L.A. SMART

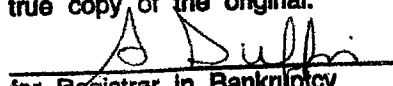
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AT THE COURT HOUSE, IN THE
CITY OF EDMONTON, ALBERTA
THIS 27 DAY OF JANUARY, 2009I hereby certify this to be a
true copy of the original.

BANKRUPTCY ORDER


for Registrar in Bankruptcy

UPON THE APPLICATION FOR BANKRUPTCY ORDER filed by Bank of Montreal, as agent for Bank of Montreal, The Bank of Nova Scotia, and Alberta Treasury Branches (the "Applicant"), a Canadian chartered bank, carrying on business in the City of Toronto, in the Province of Ontario and elsewhere throughout Canada, issued on the 27th day of January, 2009, and upon reading the Affidavit of James Di Giacomo, filed, and upon hearing submissions from counsel for the Applicant, and upon reading the consent of RSM Richter Inc., Court-appointed interim receiver and receiver and manager of GRAFIKOM.SPEEDFAST LIMITED, and it appearing to the Court that the following act of bankruptcy has been committed, namely:

- (a) the said GRAFIKOM.SPEEDFAST LIMITED has ceased to meet its liabilities generally as they become due.

IT IS HEREBY ORDERED AS FOLLOWS:

- 2 -

1. GRAFIKOM.SPEEDFAST LIMITED, a body corporate duly incorporated under the laws of the Province of Alberta, with its registered office at 10924-119 Street, Edmonton, Alberta T5H 3P5, be and is hereby adjudged bankrupt and a bankruptcy order is hereby made against the said GRAFIKOM.SPEEDFAST LIMITED.
2. RSM Richter Inc. of the City of Calgary, in the Province of Alberta, be and is hereby appointed Trustee of the estate of the said bankrupt ("Trustee").
3. The Trustee give security in an amount to be fixed by the Official Receiver pursuant to section 16(1) of the *Bankruptcy and Insolvency Act*.
4. The costs of and incidental to this application and bankruptcy order be paid to the Applicant out of the assets of the estate upon taxation thereof.

L.A. SMART

REGISTRAR IN BANKRUPTCY

ENTERED THIS 27 day of January, 2009-01-27

L.A. SMART

REGISTRAR IN BANKRUPTCY

Clerk of the Court



Court File No. 115126

IN THE COURT OF QUEEN'S BENCH OF
ALBERTA
JUDICIAL DISTRICT OF EDMONTON
IN BANKRUPTCY AND INSOLVENCY



IN THE MATTER OF THE BANKRUPTCY
OF GRAFIKOM.SPEEDFAST LIMITED

BANKRUPTCY ORDER

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

H. David McLellan
Tel: (403) 232-9516
Fax: (403) 266-1395
Solicitors for the Applicant

TAB B

Court File No. 08 CL 7840

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

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

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 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.

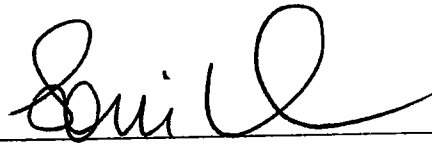
26. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in Mexico to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts,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

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

::ODMA\PCDOCS\TOR01\3941748\5

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

NOV 10 2008

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:

Court File No. 08-CL-7840

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

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Solicitors for the Applicant

**IN THE MATTER OF THE BANKRUPTCY OF GRAFIKOM LIMITED PARTNERSHIP
OF THE CITY OF TORONTO, PROVINCE OF ONTARIO**

Ontario

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

Proceeding commenced at TORONTO

MOTION RECORD

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Tracy C. Sandler (LSUC #32443N)
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Solicitors for RSM Richter Inc.
in its capacity as Trustee in Bankruptcy of
Grafikom Limited
Partnership, Grafikom General Partner Inc.
and Grafikom.Grenville Limited