ONTARIO
SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

## IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF TRADE SECRET WEB PRINTING INC., OF THE CITY OF ETOBICOKE, IN THE PROVINCE OF ONTARIO

MOTION RECORD OF TRADE SECRET WEB PRINTING<br>(Re: To approve DIP, SISP)<br>(Returnable December 16, 2019)

Dated: December 11, 2019

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| :---: | :---: |
| AND TO: | CROWE SOBERMAN INC. <br> 2 St. Clair Avenue East <br> Suite 1100 <br> Toronto, ON, M4T 2T5 <br> Graeme Hamilton <br> T: (416) 963-7140 <br> F: (416) 929-2555 <br> E: Graeme.Hamilton@CroweSoberman.com <br> Hans Rizarri <br> T: (416) 963-7175 <br> F: (416) 929-2555 <br> E: Hans.Rizarri@CroweSoberman.com <br> The Proposal Trustee |
| AND TO: | GLG LLP <br> 65 Queen Street West <br> Suite 1210 <br> Toronto, ON, M5H 2M5 <br> Elie Ghannoum <br> T: (416) 272-7557 ext. 1 <br> F: (416) 901-9454 <br> E: elie.ghannoum@glgllp.ca <br> Counsel for B \& Y Holdings Inc. |


|  |  |
| :--- | :--- |
|  | 2227560 ONTARIO INC. <br> 598 Shenandoah Drive <br> Mississauga, ON, L5H 1V9 <br> Attention: Bashir Harb <br> E: bashir@tsprinting.ca <br> Secured Creditor |
| AND TO: | HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF <br> ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE <br> Legal Services Branch <br> 777 Bay Street, 11 ${ }^{\text {th }}$ Floor <br> Toronto, ON M5G 2C8 <br> Kevin J. O'Hara <br> Tel: 416.327.8463 <br> Fax: 416.325.1460 <br> Email: kevin.ohara@ ontario.ca |
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## ONTARIO <br> SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

IN BANKRUPTCY AND INSOLVENCY
IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF TRADE SECRET WEB PRINTING INC., OF THE CITY OF ETOBICOKE, IN THE PROVINCE OF ONTARIO

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## TAB 1

## IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF TRADE SECRET WEB PRINTING INC., OF THE CITY OF ETOBICOKE, IN THE PROVINCE OF ONTARIO

## NOTICE OF MOTION

(Re: To approve DIP, SISP)
(Returnable December 16, 2019)
TRADE SECRET WEB PRINTING INC. ("Printing" or the "Company"), will make a motion to a Judge presiding over the Commercial List, on Monday, December 16, 2019, 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 at Tab 3 of the Motion Record:
a) if necessary, abridging the time for and validating the service of the Notice of Motion and the Motion Record, so that this motion is properly returnable on December 16, 2019;
b) granting a charge in the amount of $\$ 250,000$ in respect of the professional fees and expenses of legal counsel to the Company, Crowe Soberman Inc. ("Proposal Trustee"), and legal counsel to the Proposal Trustee ("Administration Charge") over all of the property, assets and undertaking ("Property") of the Debtor, which

Administration Charge shall rank in priority to all other interests and creditors; and,
c) authorizing Printing to obtain interim financing, in an amount not to exceed $\$ 250,000$, and granting a charge in respect of these borrowings ("DIP Lender's Charge"), which shall be subordinate to the Administration Charge, but which shall rank in priority to all other interests and creditors, and retroactively approving the sum of $\$ 90,000$ already advanced to Printing on an urgent basis as part of and under the DIP Loan (defined below);
d) approving a Sales and Investor Solicitation Process ("SISP"), as described in the First Report of the Proposal Trustee (the "First Report"), to be filed; and,
e) approving the terms of the Stalking Horse Purchase Agreement (defined below) as described in the First Report;
f) authorizing, directing and empowering the Proposal Trustee to perform its obligations under and in accordance with the SISP, and to take such further steps as it considers necessary or desirable in carrying out the SISP; and,
g) extending the time for Printing to file a proposal to and including February 5, 2020.
2. Such further and other relief as this Court may seem just.

## THE GROUNDS FOR THE MOTION ARE:

## Background

3. Printing operates as a printer for specialty printing, catalogs, magazines, commercial printing and packaging.
4. Bashir Harb is the sole director and officer of Printing.
5. B \& Y Holdings Inc. ("B\& Y") is related to Printing and is the landlord of the business premises from which Printing operates its business.
6. $\quad$ B \& Y Printing is also a secured creditor of Printing.
7. Printing has a number of other secured and unsecured creditors, including several creditors who have leased various equipment to Printing, which it is currently using in its business.

## Proposal Proceedings

8. Due to serious financial issues, Printing commenced restructuring proceedings under the Bankruptcy and Insolvency Act ("BIA") by filing a Notice of Intention to Make a Proposal ("NOI") on November 22, 2019.
9. Crowe Soberman Inc. was appointed to act as the Proposal Trustee under the NOI;
10. Printing currently owes approximately $\$ 12$ million to its creditors, including more than $\$ 1$ million to Canada Revenue Agency and $\$ 6$ million to its secured creditors.
11. The Company is also a party to several other equipment leases, which are now in default, and a number of creditors have commenced enforcement proceedings.

## Administration Charge

12. The involvement of counsel to the Debtor, the Proposal Trustee and counsel to the Proposal Trustee ("Administrative Parties") are essential to a successful restructuring.
13. The Administrative Parties will assist the Debtor in the process of restructuring its affairs
and making a proposal to its creditors, including by helping the Debtor manage its cash flow and business operations.
14. It is proposed that the Administration Charge will be in priority to all other interests and encumbrances, including the DIP Lender's Charge.
15. The Company's secured creditors who may be prejudiced by the Administration Charge have been provided with notice of the within motion.
16. This Court has the authority to grant the Administration Charge pursuant to s. 64.2(1) of the BIA.
17. It is fair and equitable that the Administration Charge be granted and the granting of the said charge renders it more likely that there will be a viable proposal to the creditors.

## DIP Financing and DIP Lender's Charge

18. The Company's cash flow demonstrates that it is facing a liquidity crisis and will require additional financing in order to continue operating during SISP.
19. B \& Y ("DIP Lender") is prepared to fund up to $\$ 250,000$ ("DIP Loan") to the Company under a credit facility pursuant to a Debtor-in-Possession Term Sheet ("DIP Term Sheet"), which will be provided to this Court before the return date of this motion, provided that the DIP Lender obtains a charge with respect to the DIP Loan.
20. The DIP Loan will enhance the prospects of a viable proposal being made in respect of the Company because it will be used by the Company to operate its affairs and manage and maximize the value of the Property and prepare it for sale.
21. The DIP Loan will provide for an interest rate that is not greater than $5 \%$ per annum. The interest rate is reasonable in the circumstances given the risks associated with such loans and given the prevailing interest rates provided to similar loans of similar amounts in similar proceedings.
22. The Company seeks a charge in favour of the DIP Lender ("DIP Lender's Charge") as security for any and all of the Company's outstanding borrowings under the DIP Term Sheet.
23. Further, given the extremely serious and urgent nature of the Company's finances, the Company requested, and B \& Y advanced as part of the DIP Loan, the sum of \$90,000 to cover the Company's payroll and other similar urgent cash requirements. The Company and B \& Y both recognize that these amounts were required subsequent to the filing of the NOI, and both agreed to treat them as part of the overall DIP Loan, and subject to the DIP Lender's Charge, if granted by this Court.
24. Section 50.6 of the BIA provides the Court with the authority to grant the DIP Lender's Charge.

## SISP and Stalking Horse Agreement

25. The Company wishes to obtain approval of the Court for a SISP, with a view of finding a new investor or purchaser for all or part of the Company's business and / or assets (collectively, the "Assets").
26. The Company and the DIP Lender have agreed that the DIP Lender shall submit a stalking horse bid ("Stalking Horse Bid") for the purchase of substantially all of the Company's
assets on an "as is, where is" basis.
27. The Stalking Horse Bid provides for a purchase price that the Company considers reasonable, and which will include a certain cash payment, plus the assumption of certain outstanding secured debt owing to the DIP Lender in the amount of $\$ 1,800,000$.
28. The proposed Stalking Horse Bid has an expense reimbursement of $\$ 75,000$, but no break fee, with an initial offer bidding increment of $\$ 100,000$, plus additional incremental amounts of $\$ 25,000$.
29. These terms are reflected in a Stalking Horse Purchase Agreement ("Stalking Horse Purchase Agreement"), an agreement of purchase and sale for the Assets between the Proposal Trustee and B \& Y, with a notional closing date of February 1, 2010.
30. The Stalking Horse Purchase Agreement also contemplates the assumption by B \& Y of all employees, the assumption of certain equipment leases to be specified at time of closing, and the purchase of all of the Company's accounts receivable. In essence the Stalking Horse Purchase Agreement will ensure that the enterprise is preserved and continued.
31. The closing of the Stalking Horse Purchase Agreement is conditional solely upon (a) the Court granting the approval sought herein; and (b) the Stalking Horse Bid being selected as the successful bid under the SISP.
32. The Stalking Horse Purchase Agreement will also set a minimum "floor" price in respect of the SISP. The Proposal Trustee will then solicit superior offers for all or a portion of the Assets.
33. The proposed SISP will be run by the Proposal Trustee, under the following terms:
a) in collaboration with the Company, the Proposal Trustee will prepare a "teaser" summarizing the opportunity;
b) the Proposal Trustee will retain a listing agent, and market and solicit offers for the Assets;
c) the Proposal Trustee will provide each party that signs a confidentiality agreement with a confidential information memorandum, access to an electronic data room, a proposed form of agreement of purchase and sale, and the opportunity to perform any due diligence deemed appropriate;
d) the Proposal Trustee will accept Qualified Offers (as defined in the SISP) until January 15, 2020 (the "Deadline");
e) if no Qualified Offer greater than the Stalking Horse Bid is received by the Deadline, the SISP shall be terminated, and B \& Y shall be declared the successful bidder under the previously court-approved Stalking Horse Agreement;
f) it is expected that the Company will return to Court to obtain an Approval and Vesting Order - or, if B \& Y is successful, a Vesting Order - by February 7, 2020;
g) the closing of any transaction is anticipated to take place on or before February 1, 2020.
34. In connection with its obligations under the SISP, the Proposal Trustee requires authorization to engage such additional agents and personnel as required to assist in the sale of the Assets, and to apply for any vesting and other orders necessary to convey the Assets free and clear of any liens or encumbrances affecting such Assets.
35. The SISP provides an appropriate mechanism to expose the Assets to the market for a reasonable period of time.
36. The SISP is an open and transparent process that will be overseen by the Proposal Trustee without interference by the Company, and will maximize value for the creditors.

## Extension of time to make a Proposal

37. The initial 30-day stay period granted upon the filing of the NOI expires on December 22, 2019.
38. The Company requires an extension of time so that the Proposal Trustee can commence and carry out the SISP, and for the Company to be in a position to make a proposal to its creditors.
39. If the Court approves the DIP Loan and the DIP Lender's Charge, the Company's cash flow demonstrates that it will have sufficient funds to continue to operate and finance the SISP during the proposed extension period.
40. The Company has acted and continues to act in good faith and with due diligence in these proceedings.
41. The Company believes that it is likely that it will be able to make a viable proposal if the extension of time to and including February 5, 2020 is granted.
42. No creditors will be materially prejudiced if the stay of proceedings is extended to the requested date.
43. Subsection $50.4(9)$ provides the Court with the jurisdiction to extend the stay of
proceedings.
44. The Proposal Trustee supports the relief sought in the within motion.
45. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the application:
46. The Affidavit of Bashir Harb, sworn December 11, 2019.
47. The First Report of the Proposal Trustee, dated December 12, 2019.
48. Such further and other evidence as counsel may advise and this Court may permit.

Dated: December 11, 2019
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## TAB 2

# ONTARIO <br> SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) 

## IN BANKRUPTCY AND INSOLVENCY

## IN THE MATTER OF THE NOTICE OF INTENTION

## TO MAKE A PROPOSAL OF TRADE SECRET WEB PRINTING INC.,

 OF THE CITY OF ETOBICOKE, IN THE PROVINCE OF ONTARIO
## AFFIDAVIT OF BASHIR HARB

(Sworn December 11, 2019)
I, BASHIR HARB, of the City of Mississauga in the Province of Ontario, make oath and say:

1. I am the President and CEO, as well as the sole director, of Trade Secret Web Printing Inc.
("Printing" or the "Company"), and as such have knowledge and information of the matters to which I depose to herein. Where this affidavit is based upon information received from others, I have identified the source of that information, and verily believe that information to be true.
2. I swear this affidavit in support of a motion:
a) Approving a charge in the amount of $\$ 250,000$ in respect of the professional fees and expenses of legal counsel to the Company, the Proposal Trustee (as defined below), and legal counsel to the Proposal Trustee ("Administration Charge"), in priority to all other creditors;
b) authorizing Printing to obtain interim financing, in an amount not to exceed $\$ 250,000$, and for a charge over the Company's assets, undertaking and property in respect of these borrowings ("DIP Lender's Charge"), which will be subordinate to the Administration Charge, but ahead of all other creditors, and retroactively
approving and including the amounts already advanced under the DIP Loan (defined below); and
c) approving a Sales and Investor Solicitation Process ("SISP"), as described in the First Report of the Proposal Trustee ("First Report"), to be filed;
d) approving the terms of the Stalking Horse Purchase Agreement (defined below) as described in the First Report;
e) authorizing, directing and empowering the Proposal Trustee to perform its obligations under and in accordance with the SISP, and to take such further steps as it considers necessary or desirable in carrying out the SISP; and,
f) extending the time for Printing to file a proposal to and including February 5, 2020.

## Background

3. Printing was incorporated in 2006 pursuant to the laws of the province of Ontario. Its registered office is located at 40 Horner Avenue, Etobicoke, Ontario. I am the sole officer and director of Printing. A copy of the corporation profile report with respect to Printing is attached hereto and marked as Exhibit "A".
4. Printing operates from the same 40 Horner Avenue location as a commercial printer, performing and producing specialty printing, catalogs, magazines, commercial printing and packaging.
5. Printing currently has 57 employees, many of whom have been with the Company for many years.
6. Printing's efforts herein are intended to try to save the Company and its operations, and importantly, the jobs of the people who work at Printing, along with its supplier and customer relationships.
7. $\quad \mathrm{B} \& \mathrm{Y}$ Holdings Inc. (" $\mathbf{B} \boldsymbol{\&} \mathbf{Y}$ ") is a related entity. It is the landlord of the premises from which Printing operates its business. B \& Y's registered office address is also 40 Horner Avenue, Etobicoke, Ontario. A copy of the corporation profile report with respect to B \& Y is attached hereto and marked as Exhibit "B".
8. B \& Y is also a secured creditor of Printing, having previously advanced to it the sum of approximately $\$ 2$ million to permit the repayment of Printing's debt owed to the Bank of Montreal. B \& Y secured this advance by filing a financial statement under the Personal Property Security Act reflecting its General Security Agreement with Printing.
9. B \& Y is proposing to provide interim financing to Printing to permit Printing to continue operating during the proposal period, providing that $\mathrm{B} \& \mathrm{Y}$ obtains a priority charge for its advances. Indeed, B \& Y has already advanced in good faith the sum of $\$ 90,000$ to Printing as Printing was in desperate need of cash to be able to make its payroll.
10. $\mathrm{B} \& \mathrm{Y}$ is also proposing to provide a "stalking horse" bid for the assets of Printing that would permit the business and the associated jobs and relationships to be preserved and continued. These two matters are dealt with more fully below.

## Factors leading to the filing of the NOI

11. In addition to $B \& Y$, Printing has several other secured and unsecured creditors. In particular, Printing leases various pieces of equipment in its printing business, and several of those
leases are now in default. In fact, some of the lessors had already commenced legal proceedings and made efforts to enforce their security and retake possession of certain of those pieces of equipment.
12. Without that equipment, Printing would not be able to operate its business, and would have to shut down almost immediately.
13. Further, Printing currently owes approximately $\$ 12$ million to its creditors, including more than $\$ 1$ million on a priority basis to Canada Revenue Agency ("CRA") for source deductions, approximately $\$ 6$ million to its secured creditors, and the balance to its unsecured creditors. A copy of the CRA Notice of Assessment for Printing dated November 19, 2019, along with the list of Printing's creditors appended to its NOI (defined below) are attached hereto and marked as Exhibit "C".
14. Attached as Exhibit "D" is a copy of a recent report from a search ("PPSA Search") conducted of the Personal Property Security Registration System, dated November 1, 2019, current as at October 30, 2019.
15. The PPSA Search lists a number of creditors as having general security interests registered against the assets of Printing, whose interests may be prejudiced by the orders being sought in this motion, and in particular, by the Administration Charge and the DIP Lender's Charge. Each of these creditors has been provided with notice of this motion.
16. It is notable that the first registration that appears is in favour of 2227560 Ontario Inc., which is another related entity to Printing. It has supported Printing from the outset, advancing funds as necessary, and thus, it is likely the first secured creditor following the prior interest of

CRA as noted above.
17. As a result of its serious financial issues, and the fact that it was not able to restructure its affairs on an informal basis, despite prior discussions and attempts in that regard, on November 22, 2019, Printing commenced restructuring proceedings under the Bankruptcy and Insolvency Act ("BIA") by filing a Notice of Intention to Make a Proposal ("NOI"). A copy of the NOI is attached hereto and marked as Exhibit "E".
18. Crowe Soberman Inc. was appointed to act as the Proposal Trustee under the NOI.
19. The Company worked in conjunction with the Proposal Trustee to prepare and file a cash flow statement with the Office of the Superintendent of Bankruptcy, as required, within 10 days of filing the NOI. A copy of the cash flow statement is attached hereto and marked as Exhibit "F".

## Charge for Professional Fees

20. The Company is in the process of devising its strategy for its restructuring and hopes to be able to make a viable proposal to its creditors.
21. In that regard, it is now seeking a charge over the assets, undertaking and property of Printing (the "Property") with respect to the professional fees and expenses of its legal counsel, the Proposal Trustee, and Proposal Trustee's legal counsel (the "Administration Charge"), which will rank in priority to all other charges, security interests and encumbrances.
22. Printing has retained Blaney McMurtry LLP ("Blaney") to assist it in the process of restructuring its affairs and making a proposal to its creditors. Blaney will primarily assist Printing in formulating a proposal, which will hopefully be accepted by the creditors, thereby preventing
the bankruptcy of Printing. Blaney will also provide Printing with strategic advice with respect to the operations of its business and the SISP in respect to the Property.
23. It is anticipated that Blaney will continue to liaise with the Proposal Trustee and Printing's creditors in the course of the proposal, just as it has already been doing. Indeed, Blaney has already been in contact with the Proposal Trustee with respect to the herein motion.
24. In my view, Blaney's expertise, advice and guidance to Printing throughout the proposal process will be essential to a successful restructuring, and will ensure that the value of the Property is maximized for the benefit of all stakeholders.
25. Similarly, the participation and input of the Proposal Trustee will be instrumental to the NOI proceeding. The Proposal Trustee will assist the Company in managing its cash flow and maintaining its business operations. The Proposal Trustee will also communicate with and provide information to Printing's creditors, including its secured creditors.
26. For these reasons, the Company requests that the Court grant the Administration Charge which will rank first in the priority ranking.

## DIP Financing and DIP Lender's Charge

27. The cash flow statement filed with and by the Proposal Trustee and attached as Exhibit "F" projects Printing's cash flow to and including February 21, 2020, and demonstrates that the Company is facing a liquidity crisis and will require additional financing in the short term to be able to operate up and until the end of the SISP.
28. Indeed, as of the date of this affidavit, the Company has been suffering liquidity issues and
wasn't even able to meet its current cash needs for this very week.
29. As such, the Company requires interim financing to support its cash needs during this process. B \& Y has advised that it is prepared to advance to Printing up to the sum of $\$ 250,000$ ("DIP Loan") under a credit facility, pursuant to a Debtor-in-Possession Term Sheet, a copy of which is attached hereto as Exhibit "G".
30. The proposed DIP Loan that is being sought is of a relatively modest size, all things considered, but it should be sufficient, based on current projections, to permit the Company to operate during the proposal proceeding. The funds will be used to assist the Company with its operating expenses and the costs related to the operating its business, and will ensure that there is sufficient flexibility in its cash flow going forward.
31. In my view, the DIP Loan will enhance the prospects of a viable proposal being made by Printing to its creditors because it will be used by the Company to operate its business, and at the same time, manage and maximize the value of the Property and prepare it for sale.
32. It is contemplated that the charge with respect to the DIP Loan will rank behind the Administration Charge, but ahead of all other creditors. Again, the amount is relatively modest and is designed to show that the Company is trying to be careful with its financial planning and that it is not trying to ask for more than is realistically needed.
33. Because of the current urgent liquidity issues, B \& Y advanced funds to us last week in the amount of approximately $\$ 90,000$, so that we could fund our payroll and make other urgent payments, prior to our being able to get into court. However, it had previously been discussed between us, and we agreed that any such advances are and were intended to be advances under the

DIP Loan, and we ask that the Court approve such advances, including the most recent $\$ 90,000$, as being part of the DIP Loan being requested here, and agree that they will benefit from the DIP Lender's Charge and be given the same priority as any future advances under the DIP Loan being sought.

## SISP and Stalking Horse

34. The Company also wishes to obtain the approval of the Court for, and move forward with, a SISP, as soon as possible, with a view of finding a new investor or purchaser for all or part of the Company's business and / or assets (collectively, the "Assets").
35. The Company and B \& Y have agreed that B \& Y shall also submit a stalking horse bid ("Stalking Horse Bid") for the purchase of substantially all of the Assets on an "as is, where is" basis. The Stalking Horse Bid will thereby set a minimum "floor" price in respect of the SISP.
36. The Stalking Horse Bid provides for a reasonable purchase price, as determined by the parties herein, and which we expect will be agreed to by the Proposal Trustee, which will include a cash payment, plus the assumption of certain secured debt owing to $B \& Y$ in the amount of \$1,800,000.
37. The proposed Stalking Horse Bid has an expense reimbursement of $\$ 75,000$. There will be no "break fee" if the Stalking Horse Bid is not the winning bid in the SISP. This is designed to show that the principals of the Company and the related corporations are not trying to add on various and large fees to take additional funds away from the creditors in this proceeding.
38. An initial incremental bid will have to be in the amount of at least $\$ 100,000$ to exceed the Stalking Horse Bid, but all subsequent incremental bids can be in amounts of $\$ 25,000$, thereby
making the process more accessible to anyone who wishes to make any further bids.
39. The Stalking Horse Bid also contemplates the assumption by B \& Y of all employees, the assumption of certain equipment leases to be specified at time of closing, and the purchase of all of the Company's accounts receivables.
40. These terms are reflected in an agreement of purchase and sale for the Assets between the Proposal Trustee and B \& Y, which has also set a notional closing date of February 1, 2020 (the "Stalking Horse Purchase Agreement").
41. It is proposed that the SISP be run by the Proposal Trustee, who will solicit superior offers for all or a portion of the Assets.
42. I have reviewed the SISP proposed by the Proposal Trustee. The key features of the SISP are as follows:
a) in collaboration with the Company, the Proposal Trustee will prepare a "teaser" summarizing the opportunity;
b) the Proposal Trustee will retain a listing agent, and market and solicit offers for the Assets;
c) the Proposal Trustee will provide each party that signs a non-disclosure and confidentiality agreement with a confidential information memorandum, a proposed form of agreement of purchase and sale, and the opportunity to perform any due diligence deemed appropriate;
d) the Proposal Trustee will accept Qualified Offers (as defined in the SISP) until

January 15, 2020 (the "Deadline");
e) if no Qualified Offer greater than the Stalking Horse Bid is received by the Deadline, the SISP shall be terminated, and B \& Y shall be declared the successful bidder under the previously court-approved Stalking Horse Purchase Agreement;
f) it is expected that the parties will return to the Court to obtain an Approval and Vesting Order - or, if B \& Y is successful, a Vesting Order - by February 7, 2020; and
g) the closing of any transaction is anticipated to take place on or before February 1, 2020.
43. In my view, the SISP will allow for the Property to be marketed and sold in a transparent and open matter within a fairly expedited period of time. It will be run by the Proposal Trustee, and management will not be involved in the selection of Qualified Offers. The SISP provides for the general solicitation of bids which allows for sufficient flexibility to ensure that value is maximized for the benefit of the creditors generally.
44. In addition, the Stalking Horse Purchase Agreement will provide stability to the stakeholder community by ensuring that the outcome of the SISP will be a successful purchase of the Assets.

## Stay Extension

45. Since the date of the filing of the NOI, Printing has been acting in good faith and with due diligence, and continues to act in this manner in its relationships with its employees and creditors,
and in pursuing a restructuring plan and a sale of the Property.
46. The Company requires additional time to continue its restructuring efforts in order to market and sell the Property with the assistance of the Proposal Trustee, and to formulate and file a proposal for the benefit of its creditors.
47. If the Court approves the DIP Loan and DIP Lender's Charge, the cash flow statement demonstrates that the Company will have sufficient funds to continue to operate and finance the SISP during the proposed extension period.
48. I am also strongly of the view that it is more likely that Printing will be able to make a viable proposal if the extension of time being requested is granted.
49. I am not aware of any creditor that would be materially prejudiced if the stay of proceedings is extended to the requested date. I am also not aware of any party that objects to the proposed extension.
50. As the Company filed its NOI on November 22, 2019, the stay of proceedings is currently set to expire on December 22, 2019. The Company is requesting that the stay of proceedings be extended a further 45 days out, to February 5, 2020.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 11 th day of December, 2019.


This is Exhibit "A" referred to in the Affidavit of Bashir Harb sworn the $11^{\text {th }}$ of December, 2019.


## CORPORATION PROFILE REPORT

| Ontario Corp Number | Corporation Name |  | Incorporation Date |
| :---: | :---: | :---: | :---: |
| 2119758 | TRADE SECRET WEB PRINTING INC. |  | 2006/11/22 |
|  |  |  | Jurisdiction |
|  |  |  | ONTARIO |
| Corporation Type | Corporation Status |  | Former Jurisdiction |
| ONTARIO BUSINESS CORP. | ACTIVE |  | NOT APPLICABLE |
| Registered Office Address |  | Date Amalgamated | Amalgamation Ind. |
| BASHIR HARB |  | NOT APPLICABLE | NOT APPLICABLE |
| 40 HORNER AVENUE |  |  |  |
|  |  | New Amal. Number | Notice Date |
| ETOBICOKE |  | NOT APPLICABLE | NOT APPLICABLE |
| ONTARIO |  |  |  |
| CANADA M8Z 4X3 |  |  | Letter Date |
| Mailing Address |  |  | NOT APPLICABLE |
| BASHIR HARB |  | Revival Date | Continuation Date |
| 40 HORNER AVENUE |  |  |  |
|  |  | NOT APPLICABLE | NOT APPLICABLE |
| ETOBICOKE |  | Transferred Out Date | Cancel/Inactive Date |
| ONTARIO |  |  |  |
| CANADA M8Z 4X3 |  | NOT APPLICABLE | NOT APPLICABLE |
|  |  | EP Licence Eff.Date | EP Licence Term.Date |
|  |  | NOT APPLICABLE | NOT APPLICABLE |
|  | Number of Directors Minimum Maximum | Date Commenced in Ontario | Date Ceased in Ontario |
| Activity Classification | 0000100015 | NOT APPLICABLE | NOT APPLICABLE |
| NOT AVAILABLE |  |  |  |

# CORPORATION PROFILE REPORT <br> Ontario Corp Number <br> 2119758 <br> TRADE SECRET WEB PRINTING INC. 

## Corporate Name History

TRADE SECRET WEB PRINTING INC.

Current Business Name(s) Exist:
NO
Expired Business Name(s) Exist:
NO

Administrator:
Name (Individual / Corporation)
BASHIR
HARB

Date Began
2006/11/22
Designation
DIRECTOR

Address

40 HORNER AVENUE

TORONTO
ONTARIO
CANADA M8Z 4X3

Resident Canadian
Y

# CORPORATION PROFILE REPORT 

Ontario Corp Number

2119758

Administrator:
Name (Individual / Corporation)
BASHIR
HARB

## Date Began

2006/11/22
Designation
OFFICER

Administrator:
Name (Individual / Corporation)
BASHIR
HARB

## Date Began

2006/11/22
Designation
OFFICER

First Director
NOT APPLICABLE
Officer Type
PRESIDENT

## Address

40 HORNER AVENUE

TORONTO
ONTARIO
CANADA M8Z 4X3
Corporation Name

TRADE SECRET WEB PRINTING INC.

## Address

40 HORNER AVENUE

TORONTO
ONTARIO
CANADA M8Z 4X3
, M8Z 4X3
First Director
NOT APPLICABLE
Officer Type
Resident Canadian

# CORPORATION PROFILE REPORT <br> Ontario Corp Number <br> 2119758 <br> TRADE SECRET WEB PRINTING INC. 

Administrator:
Name (Individual / Corporation)
BASHIR
HARB

Date Began
First Director
2006/11/22
Designation
OFFICER

NOT APPLICABLE
Officer Type
TREASURER

## Address

40 HORNER AVENUE

TORONTO
ONTARIO
CANADA M8Z 4X3

# CORPORATION PROFILE REPORT 

| Ontario Corp Number | Corporation Name |  |
| :--- | :--- | :--- |
| 2119758 |  |  |

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

This is Exhibit " $B$ " referred to in the Affidavit of Bashir Harb sworn the $11^{\text {th }}$ of December, 2019.

Commissioner for Taking Affidavits (or dys may be)

## CORPORATION PROFILE REPORT

| Ontario Corp Number | Corporation Name |  | Incorporation Date |
| :---: | :---: | :---: | :---: |
| 2141192 | B \& Y PROPERTY HOLDINGS INC. |  | 2007/07/03 |
|  |  |  | Jurisdiction |
|  |  |  | ONTARIO |
| Corporation Type | Corporation Status |  | Former Jurisdiction |
| ONTARIO BUSINESS CORP. | ACTIVE |  | NOT APPLICABLE |
| Registered Office Address |  | Date Amalgamated | Amalgamation Ind. |
| ZEINAB HARB |  | NOT APPLICABLE | NOT APPLICABLE |
| 40 HORNER AVENUE |  |  |  |
|  |  | New Amal. Number | Notice Date |
| TORONTO |  | NOT APPLICABLE | NOT APPLICABLE |
| ONTARIO |  |  |  |
| CANADA M8Z 4X3 |  |  | Letter Date |
| Mailing Address |  |  | NOT APPLICABLE |
| ZEINAB HARB |  | Revival Date | Continuation Date |
| 40 HORNER AVENUE |  |  |  |
|  |  | NOT APPLICABLE | NOT APPLICABLE |
| TORONTO |  | Transferred Out Date | Cancel/Inactive Date |
| ONTARIO |  |  |  |
| CANADA M8Z 4X3 |  | NOT APPLICABLE | NOT APPLICABLE |
|  |  | EP Licence Eff.Date | EP Licence Term. Date |
|  |  | NOT APPLICABLE | NOT APPLICABLE |
|  | Number of Directors Minimum Maximum | Date Commenced in Ontario | Date Ceased in Ontario |
| Activity Classification | 0000100010 | NOT APPLICABLE | NOT APPLICABLE |
| NOT AVAILABLE |  |  |  |

# CORPORATION PROFILE REPORT 

Ontario Corp Number

2141192 Corporation Name

B \& Y PROPERTY HOLDINGS INC.

## Corporate Name History

B \& Y PROPERTY HOLDINGS INC.

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

Administrator:
Name (Individual / Corporation)
ZEINAB
HARB
MISSISSAUGA
ONTARIO
CANADA L5H 3S4

Date Began
2007/07/03
Designation
DIRECTOR

First Director
NOT APPLICABLE
Officer Type
Resident Canadian
Y

# CORPORATION PROFILE REPORT 

Ontario Corp Number

2141192

Administrator:
Name (Individual / Corporation)
ZEINAB
HARB

## Date Began

2007/07/03
Designation
OFFICER

Administrator:
Name (Individual / Corporation)
ZEINAB
HARB

## Date Began

2007/07/03
Designation
OFFICER

First Director
NOT APPLICABLE
Officer Type
PRESIDENT

Address

1669 WOODEDEN DRIVE

MISSISSAUGA
ONTARIO
CANADA L5H 3 S4
Corporation Name

B \& Y PROPERTY HOLDINGS INC.

## Address

1669 WOODEDEN DRIVE

MISSISSAUGA
ONTARIO
CANADA L5H 3S4

First Director
NOT APPLICABLE
Officer Type
SECRETARY

Resident Canadian
Y

# CORPORATION PROFILE REPORT 

| Ontario Corp Number | Corporation Name |  |
| :--- | :--- | :--- |
| 2141192 | B \& Y PROPERTY HOLDINGS INC. |  |
| Last Document Recorded |  |  |
| Act/Code Description |  |  |
| BCA ARTICLES OF AMENDMENT | 3 | Date |

This is Exhibit " $C$ " referred to in the Affidavit of Bashir Harb sworn the $11^{\text {th }}$ of December, 2019.
Commissioner for Taking Affidavits (or as may be)
District of $\quad$ Ontario
Division No. $\quad 09-$ Tormoto
Count No.
Estake No.
-FORM3 3
Notice of Intention To Make a Proposal (Subsection 50.4 (t) of the fact)

In the mater of the proposal of
TKADE SECRET WEA PRINTINGINC.
of the Cily of ETOBICOKE
in the Province of Ontario

| List of Creditors with clains of $\$ 250$ or more. |  |  |  |
| :---: | :---: | :---: | :---: |
| Cfedior | Address | Actounfif | Claim Amount |
| ABC Fire Door <br> Mame MacCallum | 920 Lakeshore Road E <br> Mississauga ON LSE IE1 |  | 1,293,85 |
| AM Transpori lyna | 135 Walline Avenue <br> Mississauga ON L4Z 1P2 |  | 15,480,38 |
| Anazing Electic Motors | 430 Passmare Ave, Unil 14 Tomoto ONMN5G4 |  | 3,192.89 |
| $\begin{aligned} & \text { ARIVA - } 1140 \mathrm{~A} \\ & \text { Sharon- } 46149 \end{aligned}$ | P.O. BOX9798 TORONTO ON MEv 1R6 |  | 150,336.54 |
| ASt. Global Logisics Erian Spences | 200 Ronson Drive, Sute 200 <br> Elobicake ON LES 5NG |  | 2,850,00 |
| Axiom Leasing | 2370 Cawhra Rd <br> Mississauga ONL5A 2X1 |  | 96.459 .88 |
| B \& Y Properiy Holdings inc. |  |  | 2,792,258.00 |
| Bashit Harb | 40 Homer Avenue <br> ETOOLCOKE ON MAB2 $4 \times 3$ |  | $2,998,771.14$ |
| Eef Mobilily co FCT Defzul Solutions | PO Box 2514, $\operatorname{Sin} \mathrm{B}$ London ON NGR 460 | 4162529660 | 1,126,35 |
| Bell mobilily co FCT Cemall Solutions | PO Box 2514, 5na London ON N6A 4G9 | 4162319660 | 452.27 |
| Eell Moblity cho FCT Defeal Solutions | POBOX 2514, $\operatorname{Sin}$ 日 Londen ON N6A 469 | 512657927 | 6,343.99 |
| Berg Chiling Sustems Inc. | 171 Anbassador Dr., Unil 1 Nussifsauga ON L.ST 2 J 1 |  | 3,130.50 |
| Blueshore Financial Credit Union | 1250 Lonscale Avenue <br> Nom Vancouver BC V7M 246 |  | 268,197.84 |
| CASE PAPERCO. INC Ken | 499 EAST TIOGA STREET <br> PHLADELPHIAPA 19134 |  | 81,323.35 |
| CLELEasing <br> Collections Deparment | 301 - 3390 Souh Service Road Butington ON L7N 3.15 |  | 11,773.35 |

Page 20 of 7

District of: Ontario
Division No. 09 - Toronto
Coutino.
Estate No.

- FORM 33 -

Notice of Intention To Make a Proposal (Subsection 50.4(1) of the Act)

In the matter of the proposal of TRADE SECRET WEB PRINTING INC
of the Cily of ETOBICOKE
in the Province of Ontario

| List of Creditors with claims of $\$ 250$ or more. |  |  |  |
| :---: | :---: | :---: | :---: |
| Creditor | Addess | Account | Clam Amount |
| Cliford Paper Canada lns | PO Bax 56208, Station A Tormono ON M5W AL 1 |  | 1,425,235.00 |
| Comainco Compressed Air Specialisis Chante | 110 Norfinch Drive \#y 10 <br> Downswiaw On M3n $1 \times 1$ |  | 1,872.14 |
| Comprevarinc. | 300? Jamow Ave. <br> Mississauga ON L4×206 |  | 21,018,00. |
| CRA - Tax - Ontario | Shawinigan-Sud National Venilcation and Collection <br> Cente <br> 46as Shawinigan-Sud Blvd <br> Shawingan-Sud QC COP 549 | RP Account | 1,250,075.22 |
| D8B Companies of Canada C75350? | P.O. Box 57770 , Station "Å" TORONTO ON M6W 5KM5 | C753507 | 3,853.64 |
| Desjardins Card Services | do FCT Detzull Solutions <br> PO Box 2514 Sn B <br> London ON N6A 4G9 | 4530941292825003 | 2,177.45 |
| Dominion Haulage \& Sons Ldd. | 245 Kingsbridge Garden Circie Mistissauga ONL.5R 1 L द |  | 466.41 |
| DR Foll Embossing Lid. | 1365 Fewster Dive, Noth Bulding Mississauga ON LAN 1A2 |  | 46,654.28 |
| EOPROEnergy Group inc. | 5 Cuddy Bivad. <br> London ONN N5Y 3Y3 | 782TRASEC | 459.04 |
| EFIPemt | P.O. Box 742366 <br> L.os Angeles CA. 90074 -2306 | 30469 | 47,606.33 |
| Enbridae Gas Distribution - <br> Ontario <br> Back Offere Collections <br> Deparment | 3401 Sctmon Pluy, PO B0x 1051 Thorold ONL2V 5A泉 | 801634539994 | 13,260.39 |
| Excel Transpontaion | 300 Pendant Dr. <br> Mississauga ON L5T 2W6 |  | 1,073.20 |
| Get Freight Rates inc. | 83 Kennedy Road Sounh, Unil 22 Brampton ONL.6W 3P3 |  | 1,285.00 |

Page 3 of 7
Disirict of: Ontario
Division No. $\quad 09-$ Toronto
Cout No.
Estate No.
-FORAK33.
Notee of Intention To Make a Proposat (Subsection 50.4(1) of the Acl)

In the matier of the proposal of TRADE SECRET WEB PRINTING INC.
of the Gly of ETOBICORE
in the Province of Oniario

| List of Creditors with claims of \$250 or more. |  |  |  |
| :---: | :---: | :---: | :---: |
| Creditor | Addrest | Accountit | Clam Anount |
| Heideibeng Canada Graphic Equipmentid. <br> Denise Grem | COTH1079 <br> P.O. Box 4283, Station A Toronto ON WWW 5W6 |  | $359,777.20$ |
| HLLITE LAMINATIONS INC Roy | 1565 Brtanla Ro. Unis $24-25$ MISSISSAUGAA ONLAW 2VA |  | 770.38 |
| Honizon Express Canada | 1744 Meyerside Dr., Unitit 103 Mississauga ON L5T 1AA |  | 10,254,50 |
| Hubergroup Canatn Limiled | 2150 Drew Read <br> Mississauga ON L.5S 181 |  | 143,903.25 |
| ldealliance foc. | 1800 Diagonal Road, Sule 320 Alexandria VA 22314 |  | 900.00 |
| Internetional Freight <br> Fowarders | 10.286 Atwed Drve Toronto ON MOW 5B2 |  | 50,895.00 |
| Kwiksave Logishics Inc. | 3100 Harvester Rod., Unit 4 Butington ON L7N 3W6 |  | 742.41 |
| Laminatng Choles Canada lan Campbel | 1235B Aerowood Dt <br> Wississauga ON L.4W 1 B9 |  | 12,876.00 |
| Lon Lak Daniel A. Freingil | 120 Eglinton Ave E, Sulie 300 Toronto ON MAP 1E2 |  | 565.00 |
| Litle Guys Delivery Service | 620 Aldan Road, Unil 105 Watham ONLARGR? |  | 1,192.66 |
| Mancuver Freight | P.O. Box \#68640 Graallakes Brampion ON L6R 0 J8 |  | 37,440.00 |
| Manoland Guss Wen <br> Sysiems Americas Ll.C <br> Jean L. St. Laument | 121 Technobogy Drive Duham NH03E24 |  | $2,819.09$ |
| MAS Recyeling | 32 Topar Crt. <br> Maple ON L6A $4 \times 3$ |  | $2,296.16$ |
| Maxum Fmanctal Services Inc. | 1-30 Vogell Road Richmond Hil ONL4日 3K6 |  | 167,203,62 |

Page 4 of

| Disinct of: | Ontario |
| :--- | :--- |
| Division No. | $09-$ Toronto |
| Cout No. |  |
| Estate No. |  |

- FORM 33 -

Notice of intention To Make a Proposal (Subsection 50.4(1) of the Act)

In the maller of the proposal of TRADE SECRET WEB PRINTINGINC.
of the Cily of ETOBICOKE
in the Province of Ontario

| List of Creditors with clams of \$250 or more. |  |  |  |
| :---: | :---: | :---: | :---: |
| Credilor | Address | Accountif | Clam Antunt |
| Mero Tianspotation Services the. | 56 Stahburf Bed <br> Toronto ON MMM 2 K 7 |  | $3,858.42$ |
| Mezi internalional Trade and Services Ldd. | 5 583 Rayshaw Cres. <br> Mississauga ON LSM 2P1 |  | 1,627.20 |
| Mixiolid. | 294 Walline Avenue ON ON LAZ 1P4 |  | 19,729,48 |
| $\begin{aligned} & \text { MLS PALIETINC } \\ & \text { Lana } \end{aligned}$ | 168 Rexdale Blyd, Unit tiz <br> Toronto ON M9w IP6 |  | 3.135 .75 |
| Near North Customs Brokers inc. | 20 Eltoit Avenue Bamie ON L4d 4V? |  | 868.78 |
| NORTHERN CUSTOMS SERVICES | $\text { POBOX } 331$ <br> LEWISTONNY 14092 |  | 1,500.00 |
| Over The Road Logistics inc. Richard Moyen | 5017 NcAdam Road <br> Mississauga ONLAZ 1 N4 |  | 9 9782.50 |
| PAPER 4 U InE <br> Danny | 913 Brock froad <br> Pickering ONLTW2 29 |  | 284,040.57 |
| Petar's Steel Rule Dies | 1440 Gratam's Lane, Unite-? Burington ONL? 7 W3 |  | 37.735 .22 |
| PILLAR TAPES | 163 Jardin Ot. <br> Cuncord ONL $4 K$ 185 |  | 6,927.24 |
| PRIMTACTION | PO Box 530,105 Donly Stive S Sincoe ON NaY 4N5 |  | 3,390.00 |
| Quadtech inc. | PO B0x 644896 <br> Pittshurgn PA 15264-4996 |  | 6,042.95 |
| Reliable Wasle Management | 140 Planciet Ruad Concord ONL4K2C? |  | 2793.36 |
| Rileray Sotutions | 10.8550 Tobram Rodd, Suile 402 Erampion ON 187017 |  | 1.900 .00 |

Page 5 of 7

| District of: $\quad$ Ontario Division No. Court No. Toronto Estate No. | Nolice of Inte Subsect <br> Inth <br> YRADE | of $G \mathrm{NC}$. |  |
| :---: | :---: | :---: | :---: |
| List of Credilors with clams of \$250 or more. |  |  |  |
| Cedior | Addess | Account | Clam Amount |
| Rogers Communications / CBV Colloction | co FCT Defatill Solutions PO Box 2514 Siation $B$ London ON N6A 439 | 48054 | 318.26 |
| Rogers Communicalions : CQV Collacion | do FCT Detaus Solutions PO Box 2514 Station 8 London ON N3A 469 | 764066 | 4,297.46 |
| ROOSEVELT PAPER CO | 1 ROOSEVELT DRNE <br> AT LAUREI NJO8054. 6312 |  | 972,358.53 |
| Siddigi CPA Prufessional Corporalion | 55 Marcmil Road <br> Narkham ON L 8 CO Wh |  | 2,260.00 |
| Smis Tank Maintenance mo | 2329 Royal Windsor Dives Oakvile ON L6J TX? |  | 5,265.58 |
| SN2 Trading lne. | 61 Rayeite Rd . Concord ONL4K 2EB |  | 248,836.25 |
| Speady Transport | 265 Rulherford Rus. S. <br> Bramptan ON L.6W NV |  | 11,013.66 |
| Tanguthink Lid. | 1005 Westipont Crescent Mississauga ONLST 1EB |  | 118,269.91 |
| The Fax Engineer | 4 4001 Steeles Ave. W, Uni 24 Toronto ON MES 2W1 |  | 335.61 |
| The Receiver General for Canada - EHT | PO Box 3800 Stn A Sudbury ON P3A0C3 |  | 96,234.00 |
| TONPS PACKAGING SUPPLIESLTD. | 482 MLLLWAY AVE: <br> CONCORD ONL4K 3 V - |  | 7,087.70 |
| Toronto Hydro Elecine Sysiems Linied Josephine Pemarell / Oary Degroot | 500 Conmiskaners St, 2 nd 1 Toronlo ON Whim 3 N 7 | 74943010007494301587 | 80,922.88 |
| Thasuret, Cly of Tormite George Charocopos, Colecclionis Deparment | Norti York Civic Cente, Lowar Lexel 5100 Yonge Street <br> North York ON M2N 5 V? | 000250707 | 3,426.88 |

Page 6 ol?

| Oistrici of: | Ontatio |
| :--- | :--- |
| Division No. | $09-$ Toronto |
| Court No. |  |
| Estale No. |  |

-FORM 33.
Notice of Intention To Make a Proposal (Subsection $50.4(1)$ of the Acl)

In the matter of the proposal of TRADE SECRET WED PRINTING INC.
of the City of ETOBICOKE in the Province of Ontario

| List of Creditors with clams of $\$ 250$ or more. |  |  |  |
| :---: | :---: | :---: | :---: |
| Creditor | Addess | Accountik | Claim Amount |
| U.S. Trafic | TRASEC 37761 <br> 6645 Kilimal Road, Unil 1 18 <br> Mississaugr ON L5N 6.4 |  | 2.840.00 |
| ULINE Canada | 60 Hereford Street Brampton ON L6Y ON3 | 9040372 | 8,398.3? |
| UPS Canada co Credit Deparment Attention accounting (bankuplcy) | 200-1 Factory Lane Moncion NB E1C 9M3 | 9R1FO1 | 26,938.29 |
| Worklace Safeky and insurance Board do Collection Servicas | 200 Front St W <br> Toronto ON M5V 3 3 1 |  | 62,345.58 |
| Total |  |  | 11,974,512.03 |



## Notice details

| Account number | 83175 2019 RP0001 |
| :--- | :--- |
| Tax year | 2019 |
| Date issued | Nov 19, 2019 |

TRADE SECRET WEB PRINTING INC. 40 HORNER AVE TORONTO ON M8Z 4X3

## Notice of assessment: Canada and Ontario

This is your notice of assessment for TRADE SECRET WEB PRINTING INC.. Go to the Assessment details section for more information.

Thank you,

Bob Hamilton
Commissioner of Revenue

## Account balance

You have a debit balance.

Balance:
$\$ 1,214,546.61$

## Payment options

You can pay:

- online
- by mail to CRA

For more information, go to the How do you pay? section of this notice.

[^0]
## Notice details

TRADE SECRET WEB PRINTING INC.
40 HORNER AVE
TORONTO ON M8Z 4X3

| Account number | 83175 2019 RP0001 |
| :--- | :--- |
| Tax year | 2019 |
| Date issued | Nov 19, 2019 |

## Assessment details

The summary table shows your previous arrears account balance, a breakdown of this assessment and the new arrears account balance. The Amount assessed line is not included in the balance.

Summary

| Description | \$ Amount CR/DR |
| :--- | ---: |
| Previous arrears account balance | $623,566.21 \mathrm{DR}$ |
| Amount assessed | $479,515.72 \mathrm{DR}$ |
| Federal tax | $227,953.37 \mathrm{DR}$ |
| Provincial tax Ontario | $77,503.59 \mathrm{DR}$ |
| Canada Pension Plan | $124,182.90 \mathrm{DR}$ |
| Employment insurance | $49,875.86 \mathrm{DR}$ |
| Penalty | $95,903.14 \mathrm{DR}$ |
| Interest | $15,561.54 \mathrm{DR}$ |
| Payment | 0.00 |
| Balance | $1,214,546.61 \mathrm{DR}$ |
| Explanation of changes and other important information |  |

We charged you for a failure to remit.
You must pay the balance shown on this notice right away. If you do not, we may have to take legal action without further notice.

## More information

If you need more information, go to canada.ca/payroll or call the business enquiries line at 1-800-959-5525.

To access and manage your payroll account, go to canada.ca/my-cra-business-account. Authorized employees or representatives can access accounts online on behalf of their employer or clients. To log in or register, go to canada.ca/taxes-representatives.

## If you want to register a formal dispute:

Go to canada.ca/cra-complaints-disputes. You have 90 days from the date of this notice to register your dispute.

## Definitions

For arrears account balances, a debit (DR) increases your amount owing and a credit (CR) decreases your amount owing.

## Help for persons with hearing, speech or visual impairments

You can get this notice in braille, large print, electronic text or audio format. For more information about other formats, go to canada.ca/cra-multiple-formats.

If you use a teletypewriter, you can get tax information by calling 1-800-665-0354.

## How do you pay?

- online or by phone using a Canadian financial institution's services
- online at canada.ca/cra-my-payment
- online by setting up a pre-authorized debit agreement at canada.ca/my-cra-business-account
- in person at your Canadian financial institution or, for a fee, at a Canada Post retail outlet (cash or debit only)

For more information on how to make a payment, go to canada.ca/payments.

If you cannot pay in full and you would like more information, go to canada.ca/cra-collections. To discuss a payment arrangement, call us at 1-877-548-6016, Monday to Friday (except holidays) from 7:00 a.m. to 11:00 p.m. Eastern time.

## Fraudulent communications (scams)

The CRA is committed to protecting the personal information of taxpayers and benefit recipients. We will never ask you to give us personal information of any kind by email, text message, or by clicking on a link. Nor will we ask you to pay your balance through the use of a pre-paid credit card. For more information about how to recognize scams and protect yourself, go to canada.ca/taxes-security.

Canada Revenue | Agence du re |
| :--- |
| du Canada |
| Agency |

Sudbury ON P3A 5C1
TRADE SECRET WEB PRINTING INC.
40 HORNER AVE
TORONTO ON M8Z $4 \times 3$

Notice details

| Account number | 83175 2019 RP0001 |
| :--- | :--- |
| Tax year | 2019 |
| Date issued | Nov 19, 2019 |

 Agency


TRADE SECRET WEB PRINTING INC. 40 HORNER AVE
TORONTO ON M8Z 4X3
Amount Paid
$\square$

Amount of payment
$\square$

Personal information is collected under the Income Tax Act (ITA) and is used to verify compliance with obligations related to withholding, remitting, reporting and filing. It may also be used for any other purpose as authorized by the ITA. It may be shared or verified with other federal, provincia//territorial government institutions in accordance with sharing agreements. A refusal to provide the information may result in penalties, interest payable or other actions. Personal information is described in CRA PPU 120 and is protected under the Privacy Act. Individuals have a right of protection, access to and correction or notation of their personal information and to file a complaint with the Privacy Commissioner of Canada regarding our handling of their information.

| Teller's stamp |
| :---: |
|  |
|  |

CANADA REVENUE AGENCY
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

We will charge you a fee for any dishonoured payment.

Do not fold this voucher or use staples, paper clips, or tape.

Use this remittance voucher, not a photocopy.
Do not send us cash.

This is Exhibit " $D$ " referred to in the Affidavit of Bashir Harb sworn the $11^{\text {th }}$ of December, 2019.

Date Search Conducted: 11/1/2019
File Currency Date: 10/30/2019 Family(ies): 21
Page(s): 55
SEARCH : Business Debtor : TRADE SECRET WEB PRINTING INC.
Report Type: PPSA VERO
Transaction ID: 19107447
The attached report has been created based on the data received by cyberbahn, Thomson Reuters business from the Province of Ontario, Ministry of Government
 Use of the Cyberbahn service, including this report is subject to the terms
and conditions of Cyberbahn's subscription agreement.
THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA
RUN NUMBER : 304
RUN DATE : 2019/10/31


> FAMILY(IES).
THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
CONTINUED... 2
TRANSACTIONID=19107447
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RUN NUMBER : 304 MINISTRY OF GOVERNMENT SERVICES RUN NUMBER DATE : 2019/10/31 ID : 20191031134828.38 $\begin{array}{ll}\text { TYPE OF SEARCH } & \text { : BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON }: \text { TRADE SECRET WEB PRINTING INC. }\end{array}$ FILE CURRENCY
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
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TYPE OF SEARCH SEARCH CONDUCTE
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
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748648899


RUN NUMBER : 304 PROVINCE OF ONTARIO
RUN NUMBER : 304
RUN DATE : $2019 / 10 / 31$ MINISTRY OF GOVERNMENT SERVICES ENQUIRY SEARCH RESPONSE
$\begin{array}{ll}\text { TYPE OF SEARCH } & : \text { BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC. } \\ \text { FILE CURRENCY } & : 300 C T 2019\end{array}$
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
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745542927


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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
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$\begin{array}{ll}\text { TYPE OF SEARCH } & : \text { BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC. } \\ \text { FILE CURRENCY } & : 300 C T 2019\end{array}$
RUN NUMBER : 304 RUN DATE : 2019/10/31 ID : 20191031134828.38
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER
742585761
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
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RUN NUMBER ： 304 MINISTRY OF GOVERNMENT SERVICES ENQUIRY SEARCH RESPONSE
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY SEARCH RESPONSE Lع／OL／6IOZ：जL甘の NOY ITE0โ6I0て ：aI

[^5] DEBTOR BUSINESS NAME

> TRADE SECRET GROUP HOLDINGS INC．
ONTARIO CORPORATION NO．
ON M8Z $4 \mathrm{X3}$ $\begin{array}{cc}\text { ONTARIO CORPORATION NO．} \\ \text { ON } & \text { M8Z } 4 \times 3 \\ & \\ \text { ON } & \text { L5A } 2 \mathrm{X1}\end{array}$ NO FIXED
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FIRST GIVEN NAME
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> 40 HORNER AVENUE AXIOM LEASING INC.
2370 CAWTHRA ROAD
TRADE SECRET WEB PRINTING INC．
INITIAL 40 HORNER AVENUE
$\begin{array}{lcc}\text { ODS } & \text { INVENTORY EQUIPMENT ACCOUNTS OTHER } \\ & X & X \\ \text { YEAR MAKE } & & \text { MODEL }\end{array}$ ADDRESS

> BUSINESS NAME

> ADDRESS
COLLATERAL CLASSIFICATION
SECURED PARTY／
LIEN CLAIMANT
CONSUMER
GOODS
YEAR MAKE
AS PER LEASE \＃TRADE4
＊＊＊FOR FURTHER INFORMATION，CONTACT THE SECURED PARTY．＊＊＊ MOTOR
VEHICLE
GENERAL
COLLATERAL
DESCRIPTION
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$\begin{array}{ll}\text { TYPE OF SEARCH } & : \text { BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC. } \\ \text { FILE CURRENCY } & : ~ 30 O C T ~ 2019\end{array}$
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
729632349


[^6]FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
729632349
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ONTARIO CORPORATION NO.
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER


 ENQUIRY SEARCH RESPONSE
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BUSINESS NAME TRADE SECRET WEB PRINTING INC.
OTHER CHANGE
REASON／AMENDED DEBTOR NAME FROM TRADE SECRET GROUP HOLDINGS LTD．TO TRADE
SECRET GROUP HOLDINGS INC．
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36－40 HORNER AVENUE
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ADDRESS
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SECURED PARTY／ADDRESS
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PUN NUMBER ： 304 PROVINCE OF ONTARIO
$\begin{array}{ll}\text { RUN DATE }: 2019 / 10 / 31 & \text { PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM } \\ \text { RUN } & \\ \text { ID } 20191031134828.38 & \text { ENQUIRY SEARCH RESPONSE } \\ \text { TYPE OF SEARCH } & : \text { BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC．} \\ \text { FILE CURRENCY } & : 300 C T \\ & 2019\end{array}$
FORM 2C FINANCING CHANGE STATEMENT／CHANGE STATEMENT


## INITIAL SURNAME

## FIRST GIVEN NAME

BUSINESS NAME

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DESCRIPTION
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RUN NUMBER : 304 MINISTRY OF GOVERNMENT SERVICES RUN NUMBER DATE : 2019/10/31 ID : 20191031134828.38 $\begin{array}{ll}\text { TYPE OF SEARCH } & : \text { BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON }: \text { TRADE SECRET WEB PRINTING INC. }\end{array}$
FILE CURRENCY : 300CT 2019
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER FILE NUMBER
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SCHEDULE ENQUIRY SEARCH RESPONSE
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM


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BUSINESS NAME
TRADE SECRET GROUP HOLDINGS LTD.
ETOBICOKE
ONTARIO CORPORATION NO.
ON M8Z $4 \times 3$ $\begin{array}{cc}\text { ONTARIO CORPORATION NO } \\ \text { ON } & \text { M8Z } \\ & 4 \mathrm{X3} \\ \text { ON } & \text { L5A } 2 \mathrm{X1}\end{array}$
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OR MATURITY DATE
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ADDRESS
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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$\begin{array}{lllll}\text { TYPE OF SEARCH } & : \text { BUSINESS DEBTOR } & \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC. } \\ \text { FILE CURRENCY } & : ~ 30 O C T ~ & 2019 & & \end{array}$
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
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RUN NUMBER : 304
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ID 20191031134828.38
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DATE OF BIRTH
BUSINESS NAME
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BUSINESS NAME


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ADDRESS
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VEHICLE
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$\begin{array}{lll}\text { TYPE OF SEARCH } & \text { : BUSINESS DEBTOR } & \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC. } \\ \text { FILE CURRENCY } & : 300 C T \text { 2019 } & \end{array}$
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
 FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME TRADE SECRET GROUP HOLDINGS LTD. TRANSFEROR
OTHER CHANGE
REASON/
DESCRIPTION
FIX DEBTOR NAME "LTD." SHOULD BE "INC."
DATE OF BIRTH

BUSINESS NAME ADDRESS TRADE SECRET GROUP HOLDINGS INC.
40 HORNER AVENUE

ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
ADDRESS
COLLATERAL CLASSIFICATION
$\begin{array}{ll}\text { CONSUMER } \\ \text { GOODS } & \text { INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED }\end{array}$
$\begin{array}{ll} & \text { DATE OF } \\ \text { AMOUNT } & \text { MATURITY }\end{array}$
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RUN NUMBER : 304 PROVINCE OF ONTARIO
RUN NUMBER : 304
RUN DATE : $2019 / 10 / 31$ MINISTRY OF GOVERNMENT SERVICES
RUN DATE : 2019/10/31
ID : 20191031134828.38
TYPE OF SEARCH : BUSINESS DEBTOR
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
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$\begin{array}{lll}\text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC. } \\ \text { FILE CURRENCY } & : 30 O C T & 2019\end{array}$
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RUN DATE : 2019/10/31
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RUN NUMBER : $304 \quad$ PROVINCE OF ONTARIO
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY SEARCH RESPONSE
$\begin{array}{ll}\text { TYPE OF SEARCH } & \text { : BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON } & \text { : TRADE SECRET WEB PRINTING INC. }\end{array}$
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BUSINESS NAME TRADE SECRET WEB PRINTING INC.
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RUN NUMBER ： 304 MINISTRY OF GOVERNMENT SERVICES ENQUIRY SEARCH RESPONSE
$\begin{array}{lll}\text { TYPE OF SEARCH } & : \text { BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC．} \\ \text { FILE CURRENCY } & : 30 O C T ~ 2019\end{array}$
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& \text { AXIOM LEASING INC. }
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9107040
AS PER CONTRACT TRADE 2－GENERAL SECURITY AGREEMENT ADDRESS

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2370 \text { CAWTHRA ROAD }
$$ BUSINESS NAME

> ADDRESS
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CONSUMER
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\text { ON M8Z } 4 \mathrm{X} 3
\end{gathered}
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\text { ONTARIO CORPORATION NO. } \\
\begin{array}{ccc}
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RUN NUMBER : 304 MINISTRY OF GOVERNMENT SERVICES ENQUIRY SEARCH RESPONSE
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

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SCHEDULE
TRADE SECRET GROUP HOLDINGS LTD.
ONTARIO CORPORATION NO.
ON M8Z $4 \mathrm{X3}$ $\begin{array}{ccc}\text { ONTARIO CORPORATION NO. } \\ \text { ON } & \text { M8Z } & 4 \mathrm{X3} \\ & & \\ \text { ON } & \text { L5A } & 2 \mathrm{X1}\end{array}$ NO FIXED
MATURITY DATE
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
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RUN NUMBER : $304 \quad$ PROVINCE OF ONTARIO PERSONAL PROPERTY SECURITY REGISTRA
ENQUIRY SEARCH RESPONSE
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
 FIRST GIVEN NAME INITIAL SURNAME

BUSINESS NAME TRADE SECRET GROUP HOLDINGS LTD.
FIX DEBTOR NAME "LTD." SHOULD BE "INC." FIX DeBIOR NAME "ITD." SHOULD BE REFERENCE DEBTOR/
TRANSFEROR TRANSFEROR OTHER CHANGE
REASON/

DESCRIPTION
DATE OF BIRTH

BUSINESS NAME

## ADDRESS

TRADE SECRET GROUP HOLDINGS INC.
40 HORNER AVENUE
ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
ADDRESS
COLLATERAL CLASSIFICATION
$\begin{array}{ll}\text { CONSUMER } \\ \text { GOODS } & \text { INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED }\end{array}$
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AXIOM LEASING INC.
2370 CAWTHRA ROAD
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ONTARIO CORPORATION NO.
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MATURITY DATE
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号 *** FOR FURTHER

MOTOR $\quad$ YEAR MAKE
VEHICLE
GENERAL
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REGISTERING AGENT OR
SECURED PARTY/ A
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DESCRIPTION
REGISTERING AGENT OR
SECURED PARTY/ A
SECURED PARTY/ ADDRESS
LIEN CLAIMANT

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY SEARCH RESPONSE
RUN NUMBER : 304 MINISTRY OF GOVERNMENT SERVICES
 ID : 20191031134828.38 $\begin{array}{ll}\text { TYPE OF SEARCH } & : \text { BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON }: \text { TRADE SECRET WEB PRINTING INC. }\end{array}$ FILE CURRENCY
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER

$\begin{array}{ll}\text { TYPE OF SEARCH } & : \text { BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC．} \\ \text { FILE CURRENCY } & : 300 C T 2019\end{array}$
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BUSINESS NAME TRADE SECRET WEB PRINTING INC
ADD TO GENERAL COLLATERAL
（1）USED 2004 L\＆E TANS RIO ACCESSORIES．

BUSINESS NAME
ADDRESS
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SECURED PARTY／LIEN CLAIMANT／ASSIGNEE
ADDRESS
$\begin{array}{ll}\text { CONSUMER } & \\ \text { GOODS } & \text { INVENTORY EQUIPMENT ACCOUNTS OTHER IN VEHICLE }\end{array}$
$\begin{array}{ll} & \text { DATE OF } \\ \text { AMOUNT } & \text { MATURITY }\end{array}$
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4126 NORLAND AVENUE
＊＊＊FOR FURTHER INFORMATION，CONTACT THE SECURED PARTY．＊＊＊

RUN NUMBER : 304 PROVINCE OF ONTARIO
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY SEARCH RESPONSE
$\begin{array}{ll}\text { TYPE OF SEARCH } & \text { BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON : TRADE SECRET WEB PRINTING INC. }\end{array}$ FILE CURRENCY

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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> HONDA CANADA FINANCE INC.

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$\begin{array}{ll}\text { SUITE } 200,4126 \text { NORLAND AVENUE } & \text { BURNABY } \\ \star \star * \text { FOR FURTHER INFORMATION，CONTACT THE SECURED PARTY．}\end{array}$
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NORTH VANCOUVER SURNAME
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TRADE SECRET GROUP HOLDINGS INC
40 HORNER AVE
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BLUESHORE LEASING LTD．
1250 LONSDALE AVENUE
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GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER
ADDRESS
DATE OF BIRTH

## BUSINESS NAME

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SECURED PARTY／
LIEN CLAIMANT
ADDRESS
COLLATERAL CLASSIFICATION
YEAR MAKE MODEL
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> 100 TON-DAIKIN OUTDOOR AIR-COOLED CHILLER MODEL AZG-110D S/N STNU150400047 \& 460 VOLT SWITCH \& CONDUITS FOR CHILLER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, D+H LIMITED PARTNERSHIP
MAK
OTHER INCLUDED
MODEL
SUITE 200,4126 NORLAND AVENUE
＊＊＊FOR FURTHER INFORMATION，

$\begin{array}{ll}\text { TYPE OF SEARCH } & \text { : BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC. } \\ \text { FILE CURRENCY } & : 300 C T 2019\end{array}$
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER


ONTARIO CORPORATION NO.

[^13]FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
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CAUTION
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ON M8Z $4 \times 3$ ONTARIO CORPORATION NO.
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$\begin{array}{crr}\text { BC } & \text { V5G } & 3 S 8 \\ \text { CONTINUED... } & 44\end{array}$ $\mathrm{D}+\mathrm{H}$ LIMITED PARTNERSHIP
PRINECT PREPRESS MANAGER SYSTEM PURSUANT BY INVOICE \# 10245 SOLD BY
HEIDELBERG CANADA GRAPHIC EQUIPMENT LIMITED, \& 100 TON-DAIKIN
OUTDOOR AIR-COOLED CHILLER MODEL AZG-110D S/N STNU150400047 PURSUANT
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SUITE 200, 4126 NORLAND AVENUE
*** FOR FURTHER INFORMATION,
ADDRESS
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 ENQUIRY SEARCH RESPONSE
FORM 1C FINANCING STATEMENT／CLAIM FOR

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& \text { BUSINESS DEBTOR } \\
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$$ RUN NUMBER ： 204 RUN DATE ： $2019 / 10 / 31$ ID ： 20191031134828.38 TYPE OF SEARCH SEARCH CONDUCTE CURRENCY



BY INVOICE \＃Q1855 SOLD BY CANDO MECHANICAL SERVICES TOGETHER WITH SUBSTITUTIONS，ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS
CAUTION PAGE TOTAL
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RUN NUMBER ： 304 โદ／OL／6IOZ：HI甘の Nnצ ID ：20191031134828．38 $\begin{array}{ll}\text { TYPE OF SEARCH } & : \text { BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON }: \text { TRADE SECRET WEB PRINTING INC．}\end{array}$ FILE CURRENCY SEARCH CONDUCTED ON ： FILE NUMBE 709401 $\begin{array}{lcll}\text { CAUTION } & \text { PAGE } & & \text { TOTAL } \\ \text { FILING } & \text { NO．OF } & \text { PAGES }\end{array}$
BUSINESS NAME
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FORM 1C FINANCING STATEMENT／CLAIM FOR LIEN
ENQUIRY SEARCH RESPONSE
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BUSINESS NAME TRADE SECRET WEB PRINTING INC.

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$\begin{array}{lll}\text { REGISTERING AGENT OR ADDRESS } \\ \text { SECURED PARTY/ } 4126 \text { NORLAND AVENUE } & \text { REGISTRATION SYSTEMS } & \text { BURNABY }\end{array}$
*** FOR FURTHER INFORMATION CONTACT THE SECURED
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
$\begin{array}{llr}\text { REPORT } & \text { P } & \text { PSSR060 } \\ \text { PAGE } & : & 46\end{array}$
 ENQUIRY SEARCH RESPONSE

FILE CURRENCY
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RUN NUMBER : $304 \quad$ PROVINCE OF ONTARIO
RUN NUMBER : 304 MINISTRY OF GOVERNMENT SERVICES
$\begin{array}{lc}\text { RUN DATE : 2019/10/31 } \\ \text { ID : 20191031134828.38 } & \text { PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM } \\ \text { TYPE OF SEARCH } & \text { ENQUIRY SEARCH RESPONSE }\end{array}$
$\begin{array}{ll}\text { TYPE OF SEARCH } & \text { : BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC. } \\ \text { FILE CURRENCY } & : 300 C T \text { 2019 }\end{array}$
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
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RUN NUMBER : 304 PROVINCE OF ONTARIO
RUN NUMBER : 304 MINISTRY OF GOVERNMENT SERVICES
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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## BUSINESS NAME

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ON M8Z $4 \mathrm{X3}$
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HE SECURED PARTY.
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RUN NUMBER ： 304 PROVINCE OF ONTARIO
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ENQUIRY SEARCH RESPONSE
RUN NUMBER : 304 MINISTRY OF GOVERNMENT SERVICES RUN DATE : 2019/10/3 ID : 20191031134828.38 TYPE OF SEARCH : BUSINESS DEBTOR
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CANADIAN SECURITIES REGISTRATION SYSTEMS
4126 NORLAND AVENUE
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| 750568563 | 20190426 | 1412 | 1862 | 7749 |  |  |  |  |  |  |  |  |
| 748648899 | 20190227 | 1706 | 1462 | 9495 |  |  |  |  |  |  |  |  |
| 745542927 | 20181105 | 1329 | 1862 | 5898 |  |  |  |  |  |  |  |  |
| 742585761 | 20180810 | 1706 | 1462 | 6934 |  |  |  |  |  |  |  |  |
| 741938832 | 20180724 | 1605 | 9243 | 0662 |  |  |  |  |  |  |  |  |
| 729632349 | 20170710 | 1433 | 1530 | 5135 |  |  |  |  |  |  |  |  |
| 726013926 | 20170328 | 1938 | 1531 | 0123 | 20170419 | 1934 | 1531 | 5027 |  |  |  |  |
| 721095534 | 20160929 | 1553 | 9243 | 0428 | 20180613 | 1110 | 9243 | 0645 |  |  |  |  |
| 719122635 | 20160729 | 1708 | 1462 | 8272 |  |  |  |  |  |  |  |  |
| 718628877 | 20160714 | 1708 | 1462 | 2640 |  |  |  |  |  |  |  |  |
| 716931837 | 20160524 | 1634 | 1532 | 9237 | 20180918 | 1517 | 1862 | 2375 |  |  |  |  |
| 715926546 | 20160422 | 1444 | 9243 | 0391 | 20180613 | 1108 | 9243 | 0644 |  |  |  |  |
| 715480515 | 20160408 | 1004 | 1462 | 1353 |  |  |  |  |  |  |  |  |
| 715175937 | 20160330 | 1523 | 9243 | 0383 | 20180613 | 1106 | 9243 | 0643 |  |  |  |  |
| 714175983 | 20160219 | 1947 | 1531 | 7447 | 20160407 | 1953 | 1531 | 0515 | 201611291935 | 15314262 |  |  |
| 710749098 | 20151009 | 0859 | 9221 | 7369 |  |  |  |  |  |  |  |  |
| 709743681 | 20150908 | 1944 | 1531 | 2381 |  |  |  |  |  |  |  |  |
| 709401762 | 20150827 | 1947 | 1531 | 9798 | 20150901 | 1946 | 1531 | 7783 |  |  |  |  |
| 696372723 | 20140522 | 1639 | 1862 | 2230 | 20160606 | 0905 | 1862 | 8129 | 201810191143 | 18624672 |  |  |
| 644217507 | 20080415 | 1446 | 1530 | 0203 | 20091217 | 1626 | 1862 | 2263 | 201302081448 | 15303521 | 201803191439 | 15309831 |

This is Exhibit " $E$ " referred to in the Affidavit of Bashir Harb sworn the $11^{\text {th }}$ of December, 2019.


Crowe Soberman Inc.

Crowe Soberman Inc Licensed Insolvency Trustee Member Crowe Global

2 St. Clair Avenue East, Suite 1100 Toronto, ON M4T 2T5 4169292500 4169292555 Fax 18779292501 Toll Free www.crowesobermaninc.com

November 26, 2019

## TO THE CREDITORS OF TRADE SECRET WEB PRINTING INC.

Please be advised that Trade Secret Web Printing Inc. filed a Notice of Intention to Make a Proposal on November 22, 2019 under the Bankruptcy and Insolvency Act. A copy of this Notice is enclosed herewith.

This is a procedure whereby a debtor, with creditor and Court approval, reorganizes its financial affairs. Our role as Trustee in this matter is to assist the debtor with the development of the Proposal, to liaise with creditors so as to fully explain the Proposal to them, and to support and facilitate the decision-making process which creditors will ultimately undertake, ending with their acceptance or rejection of the Proposal.

All liabilities, actual and contingent, of Trade Secret Web Printing Inc. as at November 22, 2019 are subject to the Proposal mentioned above and are fixed by Section 62(1.1) of the Bankruptcy and Insolvency Act as at that date.

All creditors are STAYED from commencing or continuing any actions as against Trade Secret Web Printing Inc. until the Proposal is dealt with by the creditors.

Trade Secret Web Printing Inc. has thirty (30) days from the date of filing the Notice of Intention to Make a Proposal (subject to Court approved extensions of this time period) to lodge a Proposal with us so that we may file it with the Official Receiver.

We will be calling a meeting of creditors to consider the Proposal within twenty-one (21) days of the date on which the Proposal is filed. You will receive notice of the meeting along with all other necessary documents including the proof of claim form and voting letter, at least ten days in advance of the meeting.

Yours very truly,
Crowe Soberman Inc.
Licensed Insolvency Trustee


Industry Canada
Office of the Superintendent of Bankruptcy Canada

Industrie Canada
Bureau du surintendant des faillites Canada

District of Ontario
Division No. 09 - Toronto
Court No. 31-2587191
Estate No. 31-2587191
In the Matter of the Notice of Intention to make a proposal of:
TRADE SECRET WEB PRINTING INC.
Insolvent Person
CROWE SOBERMAN INC.
Licensed Insolvency Trustee

November 22, 2019

## CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforenamed insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act.
Pursuant to subsection 69(1) of the Act, all proceedings against the aforenamed insolvent person are stayed as of the date of filing of the Notice of Intention.

| District of: | Ontario |
| :--- | :--- |
| Division No. | $09-$ Toronto |
| Cout No. |  |
| Estate No. |  |

-FORM 33 .
Notice of Intention To Make a Proposal (Subsection 50.4(1) of the Act)

In the matter of the proposal of TRADE SECRET WEB PRINTING INC.
of the Cly of ETOBICOKE
in the Province of Ontario
Take notice thal:

1. 1, TRADE SECRET WEB PRINTING INC., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal 10 my creditors.
2. Crowe Sobemman Inc, IIT of 251 . Clair Ave East, Sule 1100, Toronlo, ON, M4T 2T5, a licensed trustee, has consented to acl as trustee under the proposal. A copy of the consent is attached.
3. Alist of the names of the known credilors with claims of $\$ 250$ or more and the amounts of her clams is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the officia) receiver in my locality

Dated at the Cily of Toronto in the Province of Omtario, this 22 nd day of November 2019.

To be completed by Official Receiver


| District of | Ontario |
| :--- | :--- |
| Division No. | $09-$ Tormonto |
| Court No. |  |
| Estate No. |  |

-FORM3 3
Notice of Intention To Make a Proposal (Subsection 50.4(1) of the Act)

In the mater of the proposal of TKADE SECRET WEA PRINTINGINC.
of the Cily of ETOBICOKE
in the Province of Ontario

| List of Creditors with claims of $\$ 250$ or more. |  |  |  |
| :---: | :---: | :---: | :---: |
| Credior | Address | Account | Claim Amount |
| ABC Fire Door <br> Manie MacCallum | 920 Lakeshore Roade <br> Mississauga ON LSE TE 1 |  | 1.293 .85 |
| AM Transport lina | 135 Waline Averue Mississauga ON L4Z 1P2 |  | 15,480.38 |
| Amazimg Electic Motors | 430 Passmate Ave, Unit 14 Toronto On Miv 5Ge |  | $3,192.89$ |
| ARIVA - 114081 Sharon - 46149 | P.O. BOX 9790 TORONTO ON MSN 侯 6 |  | 150,336,54 |
| ASt. Global Logisitus Brian Spences | 200 Ronson Dive, Sute 200 Elobicake ON LES 5UH |  | 2,650,00 |
| Axiom Leasing | 2370 Cawhra Rd <br> Mississauga ON LSA $2 \times 1$ |  | 96.459.09 |
| B \& y Properiy Holdings inc. |  |  | 2,792.256.00 |
| Bashat Harb | 40 Homer Avente <br> ETOELCOKE ON MAB2 $4 \times 3$ |  | 2,998,771.14 |
| Eef Mobilily co FCT Defzult Solutions | PO Box 2514, Sin B London ON NGR 408 | 4162529660 | 1,126.35 |
| Bell mobilily co FCT Cenaul Solutions | POBox $2514,5 n 8$ London ON NBAA 469 | 4162310660 | 45227 |
| Bell Moblily cio FCT Defeul Solutions | PO Box 2514, $\operatorname{Sin}$ E Londen ON N6A 4C9 | 512657927 | 6,343.99 |
| Berg Chiling Sysiems inc. | 171 Ambassador Dr. Unill 1 Missíssauga ONLST 251 |  | 3,130.50 |
| Blueshore Financial Credit Union | 1250 Lonscals Avenue <br> Noth Vancouver BC V7M 246 |  | 268,197.84 |
| CASE PAPERCO. IIC. Ken | 499 EAST TIOGA STREET PHILADE PHIA PA 19134 |  | $81,323.35$ |
| CLELeasing <br> Collections Deparment | 301-3390 Soull Senve Road Buthinglon ON L7N 3.45 |  | 11,773.35 |

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| District of: | Ontario |
| :--- | :--- |
| Division No. | $09-$ Toronto |
| Court No. |  |
| Estate Na. |  |

- FORM 33.

Notice of Intention To Make a Proposal (Subsection 50.4(1) of the Act)

In the matter of the proposal of TRADE SECRET WEB PRINTING INC
of the Cily of ETOBICOKE
in the Province of Ontario

| List of Creditors with clams of $\$ 250$ or more. |  |  |  |
| :---: | :---: | :---: | :---: |
| Creditor | Address | Account | Clam Amount |
| Cliford Paper Canada lns | PO Box 56208, Station A Tormilo ON M5W AL |  | 1,425,235.00 |
| Comaico Compressed Air Specialisis Chantle | 110 Norfinch Drive $\$ 10$ <br> Downsview ON M3N $1 \times 1$ |  | 1,872.14 |
| Comprevarinc. | 306? Jarow Ave <br> Mississauga ON L4X206 |  | 21,018,00 |
| CRA - Tax - Ontatio | Shawinigan-Sud National Venilcalion and Collection <br> Cente <br> \$695 Shawinigan-Sud Bwd <br> Shawingan-Sud QC COP 5H9 | RP Account | 1,250,875.22 |
| D8B Companies of Canada C75350? | P.O. Box 57770 , Station " $\AA$ " TORONTO ON MEW $2 M 5$ | C753507 | 3,853.64 |
| Desjardins Card Services | do FCT Detzult Solutions POBox $2514 \operatorname{Sn} 8$ London ON NEA 4G9 | 4530941232825003 | 2,137.45 |
| Dominion Haulage \& Sons Lid. | 245 Kinģbridge Garden Cicle Mississauga ONL.5R 1 L द |  | 466.41 |
| DR Foll Embossing Lid. | 1365 Fewster Dive, Norill Bulling Mississauga ON L.4W 1an |  | 46,654.28 |
| EOPRO Energy Grour inc. | 5 Cuddy Diva. London ON N5V 3Y3 | 782TRASEC | 459.04 |
| EFIPmit | $\begin{aligned} & \text { P.O. Box } 742306 \\ & \text { Los Angeles CA } 90074-2366 \end{aligned}$ | 30469 | 47,606.33 |
| Enbridae Gas Distribution - <br> Ontatio <br> Back Office Collections <br> Deparment | 3401 Sctmon PKwy, PO Box 1051 Thorod ONL2V 5Ag | 801634539994 | 13,260.38 |
| Excel Transpontaion | 300 Pendant Dr. <br> Wississauga ONL5T 2W0 |  | 1,073.20 |
| Get Freight Rates inc. | 83 Kemnedy Road South, Unil 22 Brampton ONL.6W 3P3 |  | 1,285.00 |

Page 3 of 7
Disirict of: Ontario
Dvision No. $09-$ Toronto
Cout No.
Estate No.
-FORAK33.
Hotee of Intention To Make a Proposat (Subsection 50.4(1) of the Acl)

In the matier of the proposal of TRADE SECRET WEB PRINTING INC.
of the Gily of ETOBICOKE
in the Province of Ontario

| List of Creditors with claims of \$250 or more. |  |  |  |
| :---: | :---: | :---: | :---: |
| Creditor | Addrest | Accountit | Clam Anount |
| Heidelberg Canada Graphic Equipment Lid. Denise Grem | COTH1079 <br> P.O. Box 4283, Station A Toronto ON MSW 5W6 |  | $359,777.20$ |
| HLLITE LAMMATIONS INC Roy | 1565 Brtanla Ro. Unis $24-25$ MISSISSAUGAA ONLAW 2VA |  | 770.38 |
| Horizon Express Canada | 1744 Meyerside Or., Untitit 103 Mississauga ON L5T 1AA |  | 10,254.50 |
| Huhergroun Canata Limiled | 2150 Drew Read <br> Mississauga ONLES 181 |  | 143,903.25 |
| deablilance fic. | 1800 Dlagonal Poad, Sule 320 Alexandria VA 22314 |  | 900.00 |
| International Freight Fowarders | 16.286 Atwed Drve <br> Toronto ON MOW 5B2 |  | 50,895.00 |
| Kwiksave Logistics Inc. | 3100 Harvester Rod., Unit 4 Butingion ON LTN 3W8 |  | 742.41 |
| Laminatng Choles Canada lan Campbel | 1235B Aerowood Dt <br> Wississauga ON L.4W 1 B9 |  | 12,876.08 |
| Lon Lak <br> Daniel A. Freingil | 120 Eglinton Ave E, Sulie 300 Toronto ON MAP 1E2 |  | 565.00 |
| Litle Guys Delvery Service | 620 Alden Road, Unie 105 Watham ONLAR GR? |  | 1,192.66 |
| Mancuver Freight | P. O. Gox 168640 Graal Lakes Bramplon ON L6R OJ8 |  | 37,440.00 |
| Manoland Guss Wen <br> Sysiems Americas Ll.C <br> Jean L. St. Laument | 121 Technobogy Drive Duham NH03E24 |  | $2,819.09$ |
| MAS Recycling | 32 Topar Crt. <br> daple ON L6A $4 \times 3$ |  | $2,296.16$ |
| Maxum Fnancial Services Inc. | 1-30 Vogell Road Richmond Hil ONL4日 3K6 |  | 167,203,62 |

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| Disifict of: | Ontario |
| :--- | :--- |
| Division No. | $09-$ Toronta |
| Court No. |  |
| Estate No. |  |

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\text { - FORM } 33 \text { - }
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Notice of intention To Make a Proposal (Subsection 50.4(1) of the Act)

In the maller of the proposal of TRADE SECRET WEE PRINTING INC.
of the Cily of ETOBICOKE
in the Province of Ontario

| List of Croditors with clams of \$250 or more. |  |  |  |
| :---: | :---: | :---: | :---: |
| Credilor | Address | Accound | Clam Ambunt |
| Moro Tansportation Services the. | 5 Stahbum Bud Toronto ON M9M 2 KT |  | 3,858.42 |
| Mezi Internalional Trade and Services L.tid. | 5 583 Rayshaw Cres <br> Mississauga ONLSN 2P1 |  | 1,627.20 |
| Mixio Lid. | 294 Walline Avenue <br> ON ON LAZ 1P4 |  | 19,729,48 |
| WLS PALLET INC Lana | 168 Rexdale Blva, Unith Toronto ON M9N IP6 |  | 3,135.75 |
| Near North Customs Brokers inc. | 20 Elioll Avenue Bamie ONL4N 4V? |  | 868.78 |
| NORTHERN CUSTOMS SERVICES | POBOX 331 LEWSSTON NY 14092 |  | 1,500.00 |
| Over The Road Logistics inc. Richard Meyen | 5617 Mcaddam Road Hississuga ONL4Z 1N4 |  | 9,782.50 |
| PAPER 4 U InC. Danny | 913 Brock foad Pickering ONL1W2 $2 \times$ |  | 284,040.57 |
| Petar's Steel Rule Dies | 1440 Gratum's Lane, Untife? Butington ONL 75 1W3 |  | 37.735.22 |
| PILLAR TAPES | 163 Jardin Ot. <br> Cuncord ONL $4 K 1 \times 5$ |  | 6,927.24 |
| PRIMTACTION | PO Box 530, 105 Donly Srive S Sincoe ONNBY $4 N 5$ |  | 3,390.00 |
| Quadech inc. | PO Box 644898 <br> Pithshurgn PA 15264-4996 |  | 6,042.95 |
| Reliable Wasle Management | 140 Planciol Read Concord ONL4K 2 C ? |  | 2793.36 |
| Rleway Sotulons | 10.3550 Tobram Roed, Stile 402 Erampion ONL.8T OH7 |  | 1,900.00 |

Page 5 of 7

| -FORM 33 - <br> Nolice of Intention To Make a Proposal (Subsection 50.4 (1) of the Act) <br> In the matier of the proposal of TRADE SECRET WEB PRINTING INC. of the CMy of ETOBICOKE in the Province of Ontario |  |  |  |
| :---: | :---: | :---: | :---: |
| List of Creditors with clatms of \$250 or more. |  |  |  |
| Credilor | nodress | Account | Clam Amoun |
| Rogers Communications : <br> CBV Collection | co FCT Defatil Solutions PO Box 2514 Slation 8 London ON N6A 439 | 48054 | 318.26 |
| Rogers Communications : CBV Collaction | doFCT Defad Solutions PO Box 2514 Station 8 London ON N6A 469 | 764066 | 4,297.46 |
| ROOSEVELT PAPERCO | 1 ROOSEVELT DRNE <br> MT LAURE NJ O8054. 6312 |  | 972,358.53 |
| Siddiag CPA Professional Corporation | 55 Marcolil Road <br> Mambam ONL. 8 C Wh |  | 2,260.00 |
| Smits Tank Maintenance ho | 2329 Royal Windsor Dives Oakvile ON L6J TX7 |  | 5,285.58 |
| SN2 Trading lnc. | 61 Rayele Rd. Concord ONL4K 2EA |  | 2488836.25 |
| Speady Transport | 265 Ruherford Res. S. <br> Brampton ON LEW IV9 |  | $11,013.66$ |
| Tanguthint Lid. | 1005 Westyon Crescent Mississauga ONLST 1E8 |  | 118,269.91 |
| The Fax Engineer | 4001 Steeles Ave. W, Uni 24 Toronto ON MME 2W1 |  | 335.61 |
| The Raceiver General for Canada - EHT | PO Box 3800 Sna Sudbury ON P3A0C3 |  | $96,234.00$ |
| TONIS PACKAGING SUPPLIESLTD. | 482 MLLLWAY AVE: <br> CONCORD ON L4K $3 v 5$ |  | 7,087.70 |
| Tormato Hydro-Eberice Sysiems Linied Josephine Pemarell / Mary Degroot | 500 Commisthaers St, 2 nd 1 Toronlo ON $\mathrm{V}_{4} 4 \mathrm{M} 3 \mathrm{NT}$ | 74943010007494301587 | 80,922.88 |
| Theasuef, Cly of Tormfo George Charocopos, Colecclionis Deparment | Noth Yon Civic Cente, Lowar Lexel 5100 Yonge Streel North York ON M2N 5 V ? | 000250707 | 3,426.88 |

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| District of: | Ontaris |
| :--- | :--- |
| Division No. | $09-$ Toronto |
| Court No. |  |
| Estate No. |  |

- FORM 33.

Notice of Intention To Make a Proposal (Subsection $50.4(1)$ of the Act)

In the matter of the proposal of TRADE SECRET WEB PRINTING INC.
of the Cily of ETOBICOKE in the Province of Ontario

| List of Creditors with clams of $\$ 250$ or more. |  |  |  |
| :---: | :---: | :---: | :---: |
| Creditor | Addess | Accountik | Claim Amount |
| U.S. Trafic | TRASEC 37761 <br> 6645 Kilmal Road, Unil 18 Mississaugr ON L5N 6,4 |  | 2.840.00 |
| ULINE Canada | 60 Hereford Street Brampton ON L6Y ON3 | 9040372 | 8,398.3? |
| UPS Canada co Credit Department Attention accounting (bankuplcy) | 200-1 Factory Lane Noncton NE E1C 9M3 | 9R1F91 | 26,938.29 |
| Worklace Safely and insurance Board Co Callection Servicas | 200 Front St W <br> Toronto ON M:5y 3al |  | 62,345.58 |
| Total |  |  | 11,974,512.03 |



- Creditor Mailing List -

In the matter of the proposal of TRADE SECRET WEB PRINTING INC.
of the City of ETOBICOKE in the Province of Ontario


## - Creditor Mailing List -

In the matter of the proposal of
TRADE SECRET WEB PRINTING INC.
of the City of ETOBICOKE
in the Province of Ontario

| Creditor Type | Name | Attention | Address |
| :---: | :---: | :---: | :---: |
| Unsecured | Comairco Compressed Air Specialists | Chanttel | 110 Norfinch Drive \#10 Downsview ON M3N 1 X1 Fax: (416) 667-0949 |
|  | CompreVac Inc. |  | 3067 Jarrow Ave. <br> Mississauga ON L4X 2C6 <br> Fax: (905) 624-4099 <br> sales(a)comprevac.com |
|  | CRA - Tax - Ontario |  | RP Account <br> Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (866) 229-0839 |
|  | CRA - Tax - Ontario |  | Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9 Fax: (866) 229-0839 |
|  | D\&B Companies of Canada | C753507 | $\begin{aligned} & \text { C } 753507 \\ & \text { P.O. Box } 57770, \text { Station "A" } \\ & \text { TORONTO ON M5W 5M5 } \end{aligned}$ |
|  | Desjardins Card Services |  | 4530941292825003 <br> c/o FCT Default Solutions <br> PO Box 2514 Stn B <br> London ON N6A 4G9 <br> Fax: (647) 439-1419 <br> dsinsolvency@collectlink.com |
|  | Dominion Haulage \& Sons Ltd. |  | 245 Kingsbridge Garden Circle Mississauga ON L5R 1L4 |
|  | DR Foil \& Embossing Ltd. |  | 1365 Fewster Drive, North Building Mississauga ON L4W 1A2 |
|  | EDPRO Energy Group Inc. |  | 782TRASEC <br> 5 Cuddy Blvd. <br> London ON N5V 3Y3 <br> Fax: (519) 455-7553 |
|  | EFI Print |  | $\begin{aligned} & 30469 \\ & \text { P.O. Box } 742366 \\ & \text { Los Angeles CA } 90074-2366 \end{aligned}$ |
|  | Enbridge Gas Distribution - Ontario | Back Office Collections Department | 801634539994 <br> 3401 Schmon Pkwy, PO Box 1051 <br> Thorold ON L2V 5A8 <br> Fax: (888) 882-5638 <br> Collections@enbridge.com |
|  | Excel Transportation |  | 300 Pendant Dr. <br> Mississauga ON L5T 2W6 <br> Fax: (905) 452-8900 <br> info@exceltransportation.com |
|  | Get Freight Rates Inc. |  | 83 Kennedy Road South, Unit 22 Brampton ON L6W 3P3 |
|  | Heidelberg Canada Graphic Equipment Ltd. | Denise Green | C/O TH1079 <br> P.O. Box 4283, Station A Toronto ON M5W 5W6 |
|  | HI-LITE LAMINATIONS INC | Roy | 1565 Britania Rd. Units 24-25 MISSISSAUGA ON LAW 2V6 |

## - Creditor Mailing List -

In the matter of the proposal of
TRADE SECRET WEB PRINTING INC.
of the City of ETOBICOKE
in the Province of Ontario

| Creditor Type | Name | Attention | Address |
| :---: | :---: | :---: | :---: |
| Unsecured | Horizon Express Canada |  | 1744 Meyerside Dr., Unit \# 103 <br> Mississauga ON L5T 1A3 <br> Fax: (905) 670-5762 |
|  | Hubergroup Canada Limited |  | 2150 Drew Road <br> Mississauga ON L5S 1B1 <br> Fax: (905) 671-6568 |
|  | Idealliance Inc. |  | 1800 Diagonal Road, Suite 320 <br> Alexandria VA22314 <br> Fax: (703) 837-1072 <br> membership@idealliance.org |
|  | International Freight Forwarders |  | 16-286 Attwell Drive Toronto ON M9W 5B2 Fax: (416) 798-4155 info@iffcargo.com |
|  | Kwiksave Logistics Inc. |  | 3100 Harvester Rd., Unit 4 Burlington ON L7N 3W8 sales@kwiksavecourier.com |
|  | Laminating Choice Canada | Ian Campbell | 1235B Aerowood Dr <br> Mississauga ON L4W 1B9 <br> Fax: (905) 238-3332 <br> info@laminatingchoice.com |
|  | Lion Law | Daniel A. Freiheit | 120 Eglinton Ave E, Suite 800 Toronto ON M4P IE2 |
|  | Little Guys Delivery Service |  | 620 Alden Road, Unit 105 <br> Markham ON L3R 9R7 <br> Fax: (905) 513-9602 info(littleguysdelivery.com |
|  | Maneuver Freight |  | P.O. Box \# 68640 Great Lakes Brampton ON L6R 0.18 |
|  | Manroland Goss Web Systems Americas LLC | Jean L. St. Laurent | 121 Technology Drive Durham NH 03824 Fax: (603) 750-6860 |
|  | MAS Recycling |  | $\begin{aligned} & 32 \text { Topaz Crt. } \\ & \text { Maple ON L6A 4X3 } \end{aligned}$ |
|  | Maxium Financial Services Inc. |  | 1-30 Vogell Road Richmond Hill ON L4B 3K6 Fax: (905) 780-6273 |
|  | Metro Transportation Services Inc. |  | 56 Strathburn Blvd. <br> Toronto ON M9M 2K7 |
|  | Mezi International Trade and Services Ltd. |  | 5883 Rayshaw Cres. <br> Mississauga ON L5M 2P1 |
|  | Mixto Ltd. |  | 294 Watline Avenue <br> ON ON L4Z 1P4 <br> Fax: (905) 501-7400 office@mixto.net |
|  | MLS PALLET INC. | Lana | 168 Rexdale Blvd., Unit \#3 Toronto ON M9W 1P6 |
|  | Near North Customs Brokers Inc. |  | 20 Elliott Avenue <br> Barrie ON L4N 4V7 <br> nncelientservices@nearnorthcustoms.com |
|  | North Eastern Trucking Inc. |  | 274 Webster Rd. <br> Hamilton ON L8G 5H3 |
|  | NORTHERN CUSTOMS SERVICES |  | PO BOX 331 <br> LEWISTON NY 14092 |

## - Creditor Mailing List -

In the matter of the proposal of TRADE SECRET WEB PRINTING INC.
of the City of ETOBICOKE in the Province of Ontario

| Creditor Type | Name | Attention | Address |
| :---: | :---: | :---: | :---: |
| Unsecured | Over The Road Logistics Inc. | Richard Meyers | 5617 McAdam Road Mississauga ON L4Z IN4 |
|  | P-TEK SERVICE |  | 42 Valleyridge Cr. <br> BRAMPTON ON L6P 2C8 |
|  | PAPER 4 U Inc. | Danny | 913 Brock Road Pickering ON L1W 2X9 |
|  | Peter's Steel Rule Dies |  | 1440 Graham's Lane, Unit6-7 <br> Burlington ON L7S 1W3 <br> Fax: (905) 631-8288 <br> design(a)petersdies.com |
|  | PILLAR TAPES |  | 163 Jardin Dr. <br> Concord ON L4K 1X5 <br> Fax: (905) 760-1551 <br> pillartapes@rogers.com |
|  | PRINTACTION |  | PO Box 530, 105 Donly Srive S Simcoe ON N3Y 4N5 |
|  | Purolator Inc. | Wayne <br> Richard/Accounts <br> Receivable | 6288029 <br> PO Box 1100, Post Stn A <br> Etobicoke ON M9C 5K2 <br> Fax: (888) 326-1912 <br> Wayne.Richard@purolator.com |
|  | QuadTech Inc. |  | PO Box 644996 <br> Pittsburgh PA 15264-4996 |
|  | Reliable Waste Management |  | 140 Planchet Road Concord ON L4K 2C7 |
|  | Riteway Solutions |  | 10-8550 Torbram Road, Suite 402 Brampton ON L6T 0H7 |
|  | Rogers Communications / CBV Collection |  | 48054 <br> c/o FCT Default Solutions PO Box 2514 Station B London ON N6A 4G9 Fax: (647) 439-1419 dsinsolvency@collectlink.com |
|  | Rogers Communications / CBV Collection |  | 764066 <br> c/o FCT Default Solutions <br> PO Box 2514 Station B <br> London ON N6A 4G9 <br> Fax: (647) 439-1419 <br> dsinsolvency@collectlink.com |
|  | ROOSEVELT PAPER CO |  | 1 ROOSEVELT DRIVE <br> MT. LAUREL NJ 08054-6312 |
|  | Siddiqi CPA Professional Corporation |  | 55 Marcrill Road Markham ON L6C 1W7 |
|  | Smits Tank Maintenance Inc. |  | 2329 Royal Windsor Drive Oakville ON L6J 7X7 |
|  | SNZ Trading Inc. |  | 61 Rayette Rd. <br> Concord ON L4K 2E8 <br> Fax: (416) 987-1997 <br> info@paperforbusiness.com |
|  | Speedy Transport |  | 265 Rutherford Rd. S. <br> Brampton ON L6W 1V9 |

- Creditor Mailing List -

In the matter of the proposal of TRADE SECRET WEB PRINTING INC.
of the City of ETOBICOKE in the Province of Ontario

| Creditor Type | Name | Attention | Address |
| :---: | :---: | :---: | :---: |
| Unsecured | Taniguchi Ink Ltd. |  | 1005 Westport Crescent Mississauga ON L5T 1E8 Fax: (905) 677-7551 mail@taniguchicanada.com |
|  | The Fax Engineer |  | 4801 Steeles Ave. W, Unit 24 Toronto ON M9L 2W1 |
|  | The Receiver General for Canada - EHT |  | PO Box 3800 Stn A Sudbury ON P3A 0C3 |
|  | TONI'S PACKAGING SUPPLIES LTD. |  | 482 MILLWAY AVE <br> CONCORD ON L4K 3V5 |
|  | Toronto Hydro-Electric Systems Limited | Josephine Pernarell/ <br> Mary Degroot | 74943010007494301587 <br> 500 Commissioners St, 2nd fl <br> Toronto ON M4M 3N7 <br> Fax: (416) 542-3574 <br> collections (9)torontohydro.com |
|  | Treasurer, City of Toronto | George Charocopos, Collections Department | 000250707 <br> North York Civic Centre, Lower Level 5100 Yonge Street North York ON M2N 5V7 <br> Fax: (416) 395-6703 gcharoc@toronto.ca |
|  | U.S. Trafic |  | TRASEC 37761 6645 Kitimat Road, Unit 18 Mississauga ON L5N 6J4 |
|  | ULINE Canada |  | 9040372 <br> 60 Hereford Street <br> Brampton ON L6Y 0N3 <br> Fax: (800) 295-5571 <br> customer.service (\%)uline.ca |
|  | UPS Canada c/o Credit Department | Attention accounting (bankruptcy) | 99ER44 <br> 200-1 Factory Lane <br> Moncton NB EIC 9M3 <br> Fax: (888) 429-4811 |
|  | UPS Canada c/o Credit Department | Attention accounting (bankruptcy) | 9R1F91 <br> 200-1 Factory Lane <br> Moncton NB E1C 9M3 <br> Fax: (888) 429-4811 |
|  | UPS Canada c/o Credit Department | Attention accounting (bankruptcy) | Custom Brokerage 200-1 Factory Lane Moncton NB E1C 9M3 Fax: (888) 429-4811 |
|  | Workplace Safety and Insurance Board | c/o Collection Services | 200 Front St W <br> Toronto ON M5V 3J1 <br> Fax: (905) 521-4203 |

District of: Ontario
Division No. 09 - Toronto
Court No.
Estate No.

> - Notice of stay of proceeding -

In the matter of the proposal of TRADE SECRET WEB PRINTING INC.
of the City of ETOBICOKE
in the Province of Ontario
Date of Proposal: November 22, 2019.
Notice is hereby given that the above debtor filed a proposal.
Every proposal made in pursuance of this Act takes precedence over all judicial or other attachments, garnishments, certificates of judgment, judgments operation as hypothecs, executions or other process against the property of a bankrupt, except such as have been completely executed by payment to the creditor or his agent, and except also the rights of a secured creditor.

Upon the filing of a proposal made by an insolvent person or upon the bankruptcy of any debtor, no creditor with a claim provable in the bankruptcy shall have any remedy against the debtor or his/her property or shall commence a claim provable in bankruptcy until the trustee has been discharged or until the proposal has been refused, unless with the leave of the Court and on such terms as the Court may impose.

Where a proposal has been made, the Sheriff or other officer of any Court or any person having seized property of the bankrupt under execution of attachment or any other process shall, upon receiving a copy of the proposal certified by the Trustee as a true copy thereof, forthwith deliver to the Trustee all the property of the bankrupt in

Dated at the City of Toronto in the Province of Ontario, this 26th day of November 2019.

Crowe Soberman Inc., LIT - Licensed Insolvency Trustee

2 St. Clair Ave East, Suite 1100
Toronto ON MAT 2T5
Phone: (416) 929-2500 Fax: (416) 929-2555

This is Exhibit " $F$ " referred to in the Affidavit of Bashir Harb sworn the $11^{\text {th }}$ of December, 2019.

Trade Secret Web Printing Inc.

- CDN\$)
From November 25, 2019-(unaudited - CDN\$)





$=$ U11
$23,100.00$
$35,000.00$

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$\cdots$
! 1
III


Closing Cash $\$ 103,673.00 \$(59,054.00) \$(31,676.50) \$(125,307.70) \$(112,476.70) \$(238,9344.70) \$(225,254.70) \$(240,493.70) \$(171,663.70) \$(195,752.70) \$(159,152.70) \$(156,365.00) \$(148,165.00) \$(148,165.00)$
Note 1* Payments to Suppliers does take into account certain vendors that will request c.o.d going forward.
CERTIFICATION
THE PURPOSE of this Statement of Projected Cash flow is to provide creditors with sufficient information to make an informed decision regarding the
Proposal, and to fully disclose to the Trustee and the Official Receiver, the state of Trade Secret Web Printing Inc.'s financial affairs. This Statement of
Projected Cash flow is prepared pursuant to the requirements of sections $50.4(2)($ a) and $50(6)($ a) of the Bankruptcy and Insolvency Act and solely for
Dated this 2nd day of December, 2019.
$\overline{\text { Per: Bashir Harb }}$
Dated this 2nd day of December 2019.
CROWE SOBERMAN INC.
Trustee Acting in re: Proposal of Trade S
Trustee Acting in re: Proposal of Trade Secret Web Printing Inc.
$\overline{\text { Per: Graeme Hamilton, LIT, CIRP }}$

This is Exhibit " $G$ " referred to in the Affidavit of Bashir Harb sworn the $11^{\text {th }}$ of December, 2019.


December 9, 2019
Trade Secret Web Printing Inc.
40 Horner Avenue, Etobicoke ON, M8Z 4X3
Attention: Mr. Bashir Harb

## Dear Mr. Harb:

## RE: Debtor in Possession funding of the Proposal of Trade Secret Web Printing Inc. (the "Borrower" in the amount of up to CAD \$250,000.00

We understand that Trade Secret Web Printing Inc. (the "Borrower") has filed for protection from its creditors by filing a notice of intention to make a proposal in accordance with the Bankruptcy and Insolvency Act (the "NOI Process").

In connection with the NOI Process, effective December 2, 2019 (the "Effective Date"), B\&Y Property Holdings Inc., in its capacity as lender (the "Lender") is prepared to advance funds up to the amount of CAD $\$ 250,000.00$ to the Borrower, by way of a court-approved Term Credit Facility (as hereinafter defined), provided that the funds advanced are secured by a court-ordered charge as set out in the draft order attached hereto as Appendix "A" (the "Approval Order"), which loan shall in any event be in priority to all other entities and subject to the other terms set out herein (the "DIP Term Sheet").
The terms of the DIP Facility are as follows:

| Borrower: | Trade Secret Web Printing Inc. |
| :--- | :--- |
| DIP Lender: | B\&Y Property Holdings Inc. as lender (the "Lender") with a mailing address at 40 <br> Horner Avenue, Etobicoke, Ontario, M8Z 4X3. |
| Facility Type: | Term Credit Facility (the "DIP Facility"). |
| Minimum Amount: | CAD \$90,000.00 (the "First Advance") |
| Amount: | As approved by the court, up to a maximum principal amount of CAD \$250,000.00 <br> i. $\quad$Interest calculated as aforesaid shall be payable: <br> accruing monthly, in arrears, on the first (1st) business day (in Toronto, <br> Ontario) of each month until the full amount outstanding hereunder on <br> account of the DIP Facility, has been paid in full; <br> in accordance with the "Repayment" section below; and <br> upon Maturity (as hereinafter defined). The first monthly payment of interest <br> hereunder shall be payable on the first (1st) business day of the month <br> immediately following the month in which the initial advance of the DIP <br> Facility occurs, computed from the date of such advance. <br> Interest Rate: <br> Five (5\%) percent per annum, calculated monthly, not in advance. |
| Closing Fee: | The Borrower shall pay to the Lender a closing fee equal to 2.00\% of the maximum <br> principal amount of the DIP Facility (the "Closing Fee"), which Closing Fee shall be <br> earned and payable. |
| Purpose: | The purposes set out in the cash flows filed by the Proposal Trustee on December <br> 2, 2019 (the "Cash Flows"), including, without limitation: (i) for ordinary course <br> working capital and other general corporate purposes of the Borrower in accordance |


|  | with, and subject to the limitations set forth in, the Cash Flows or any other order of the Court in the NOI Process; (ii) to pay transaction costs, fees and expenses (including the Permitted Fees and Expenses, as defined below, and professional fees and expenses owing to the Lender pursuant to the terms of this DIP Term Sheet or other DIP Facility documentation) incurred in connection with the DIP Facility and the transactions contemplated thereunder; and (iii) professional costs and expenses of the Borrower's counsel and the Proposal Trustee and its counsel incurred in connection with the NOI Process. |
| :---: | :---: |
| Availability of First Advance: | The First Advance shall be available upon the occurrence of the following conditions precedent: <br> a) the execution and delivery of this DIP Term Sheet; <br> b) a general security agreement executed by the Borrower in favour of the Lender creating a lien in all present and after-acquired personal property of the Borrower, securing the First Advance and any future advances made pursuant to the DIP Facility (the "GSA"); <br> c) the registration, recording or filing, as applicable, of the GSA, in all jurisdictions and public offices as deemed necessary by the Lender and the Lender's counsel. <br> The Borrower acknowledges that although the First Advance is being made prior to Borrower obtaining the Approval Order, the Borrower must, as soon as commercially reasonable, obtain the Approval Order, on the following terms: <br> i. authorizing the Borrower to enter into, and authorizing the Borrower to perform their obligations under, this DIP Term Sheet; and <br> ii. granting the Lender, a first-ranking super priority charge (the "DIP Charge") over all of the present and future real and personal, tangible and intangible property and assets of the Borrower, securing the First Advance and any further advances made under this DIP Facility (the "First Advance Condition Subsequent") <br> A failure to satisfy the First Advance Condition Subsequent shall be deemed an Event of Default (defined below) and the Lender may, in its sole and absolute discretion exercise, exercise any remedies available to it under this DIP Term Sheet. |
| Conditions Precedent for Further Advances <br> Further Advances | No further advances, beyond the First Advance, shall be made under the DIP Facility, until the Borrower obtains the Approval Order containing the following terms: <br> iii. authorizing the Borrower to enter into, and authorizing the Borrower to perform its obligations under, this DIP Loan Agreement; and iv. granting the DIP Charge (the "Conditions Precedent") |
| Availability of Further Advances: | Provided (i) that the Conditions Precedent have been satisfied, (ii) an Event of Default (as defined below) has not occurred and (iii) demand for payment has not been made, further advances under the DIP Facility shall be available by one or, at the option of the Borrower, multiple advances, as required by the Borrower. |
| Term: | The DIP Facility matures on the earliest of ("Maturity"): <br> a) the date that is ninety (90) days from the date of the DIP Term Sheet or such later date as the Lender may agree in writing; |


|  | b) the completion of a sale or sales of all or substantially all of the Borrower's assets, property and undertaking, as approved by the Court; <br> c) the implementation of a proposal within the NOI Process, which has been approved by the requisite majorities of the Borrower's creditors, and the Court; <br> d) the date on which the stay of proceedings in the NOI Process terminates; and <br> e) the occurrence of an Event of Default (as defined below). <br> All amounts outstanding or payable under the DIP Loan Agreement (including the principal and all unpaid accrued interest under the DIP Facility and all fees and other amounts required to be paid by the Borrower) shall be due and payable in full on Maturity. |
| :---: | :---: |
| Repayment: | Any amounts received in repayment of obligations owing under the DIP Loan Agreement shall be paid and applied as follows: <br> i. firstly, towards outstanding Permitted Fees and Expenses (as defined below); <br> ii. secondly, towards outstanding interest and costs payable hereunder; and iii. thirdly, towards outstanding principal hereunder. |
| Prepayment: | The DIP Facility can be permanently repaid in whole or in part at any time, without notice or penalty. |
| Security: | The DIP Charge shall secure all debts, liabilities, and obligations of the Borrower under the DIP Facility and shall rank in priority to all assignments, security interests, trusts, liens, mortgages, charges and encumbrances whatsoever, statutory or otherwise, other than a charge to secure the fees and expenses of the Borrower, the Proposal Trustee and their respective counsel in the NOI Process (the "Administration Charge"), |
| Permitted Fees and Expenses: and Expenses: | "Permitted Fees and Expenses" means, collectively: <br> (a) all reasonable and documented fees and expenses of counsel for the Lender in connection with the DIP Facility; and <br> (b) all reasonable and documented fees and expenses incurred by the Borrower and Crowe Soberman Inc., (including the fees and expenses of its counsel), in its capacity as "Proposal Trustee" under the NOI Process) (the "Proposal Trustee"). |
| Default: | The following events shall constitute events of default (each, an "Event of Default"): <br> (a) the failure of the Borrower to obtain the Approval Order on or before December 20, 2019: <br> i. authorizing the Borrower to enter into, and authorizing the Borrower to perform its obligations under, this DIP Loan Agreement; and <br> ii. granting the DIP Charge, ranking behind the Administration Charge; <br> (b) if the Borrower fails to pay to the Lender when due, any amount of principal, interest or other amounts under the DIP Facility, and this DIP Term Sheet, whether by acceleration or otherwise; |


|  | (c) if the Borrower defaults, in the observance or performance of any other nonfinancial term, covenant or condition in this DIP Term Sheet, and such default is not cured within five (5) business days of receiving notice thereof from the Lender; <br> (d) if the Lender determines, in its sole discretion, acting reasonably, that a material adverse change has occurred after the date hereof in respect of the business, affairs or financial condition of the Borrower; <br> (e) if (i) the Approval Order is varied without the consent of the Lender of any other order is made which is or may be prejudicial to the Lender's interests, acting reasonably; (ii) the Approval Order is appealed or leave to appeal is granted; or (iii) the stay if proceedings contained in the Approval Order is terminated or lifted; <br> (f) if a receiver is appointed over any property of the Borrower or any judgment or order or process of any court becomes enforceable against the Borrower or any property of the Borrower or any creditor takes possession of any property of the Borrower; <br> (g) if the Borrower ceases to carry on business; or <br> (h) if the Borrower becomes a bankrupt under the bankruptcy laws of Canada. |
| :---: | :---: |
| Remedies: | Upon the occurrence of an Event of Default: <br> (a) the Lender may immediately terminate the DIP Facility; and <br> (b) all amounts outstanding under the DIP Facility and this DIP Loan Agreement shall, at the option of the Lender, immediately become due and payable; and <br> (c) upon seeking an Order of the Court on five (5) days prior notice, enforce, without further notice, demand or delay, all of its rights and remedies against the Borrower and its property, assets and undertaking including, without limitation, by way of appointment of a receiver. <br> The Borrower hereby consents to the lifting of the stay in its NOI process, if required, in order to allow the DIP Facility and security to be enforced. The DIP Facility and all amounts due hereunder shall not be compromised in any proposal of the Borrower and the Lender shall be treated as an unaffected creditor in these proceedings. |
| Conditions Precedent: | The advance of the DIP Facility is conditional upon: <br> (b) the Borrower obtaining the Approval Order on terms acceptable to the Lender, including the following terms: <br> i. authorizing the Borrower to enter into, and authorizing the Borrower and the Proposal Trustee to perform their obligations under, this DIP Loan Agreement; and <br> ii. granting the Lender, the DIP Charge, ranking behind the Administration Charge. |
| Fees $\quad$ and Expenses: | The Borrower shall be responsible for all reasonable costs, fees and expenses incurred by the Lender and the Lender's solicitor in connection with the negotiation, preparation and administration of this DIP Term Sheet and any enforcement of the |


|  | DIP Charge including, without limitation, all court attendances in connection <br> therewith. All such fees and expenses shall be added to the DIP Facility and be <br> secured by the DIP Charge. |
| :--- | :--- |
| Counterparts: | This DIP Term Sheet may be executed in counterparts, each of which is deemed <br> an original, but all of which together are deemed to be one and the same agreement. <br> A signed copy of this Term Sheet delivered by facsimile, email or other means of <br> electronic transmission is deemed to have the same legal effect as delivery of an <br> original signed copy of this Term Sheet. |

The foregoing constitutes a formal offer to provide financing. Nothing in this DIP Term Sheet shall prevent the Lender from bidding on or funding an entity bidding of the assets of the Borrower in the proposed sale process or otherwise.

IN WITNESS WHEREOF, the parties have executed this DIP Term Sheet as of the date first above written.

## B\&Y Property Holdings Inc.

Trade Secret Web Printing Inc.


Per: Zeinab Harb


Title: President I have authority to bind the Lender


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## SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

## IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE

JUSTICE
)
)

MONDAY, THE $16^{\mathrm{TH}}$ DAY

OF DECEMBER, 2019

# IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF TRADE SECRET WEB PRINTING INC., OF THE CITY OF ETOBICOKE, IN THE PROVINCE OF ONTARIO 

## ORDER <br> (DIP LOAN, SISP)

THIS MOTION made by Trade Secret Web Printing Inc. ("Debtor") for an Order in the form set out in the Notice of Motion, and in particular:
a) granting an Administration Charge (as defined below) in respect of the fees and expenses of legal counsel to the Debtor, Crowe Soberman Inc. in its capacity as Licensed Insolvency Trustee with respect to the Debtor ("Proposal Trustee"), and Proposal Trustee's legal counsel;
b) approving certain interim financing for the Debtor in accordance with the DIP Term

Sheet (defined below) and granting the DIP Lender's Charge (as defined below);
c) approving bidding proceudres with respect to the sale of the assets and business of the Debtor, including the Stalking Horse Agreement with the Stalking Horse Bidderas both of those terms are defined in the bidding procedures; and,
d) extending the time within which a Proposal must be filed to and including February 5, 2020,
was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Bashir Harb, sworn December 11, 2020, and the First Report of the Proposal Trustee, dated December 13, 2019 ("First Report"), and on hearing the submissions of counsel for the Debtor and counsel for the Proposal Trustee, and those other parties present, no one appearing for any other person on the service list, although duly served as appears of the affidavit of service of Ariyana Botejue, filed,

## SERVICE

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

## ADMINISTRATION CHARGE

2. THIS COURT ORDERS that legal counsel to the Debtor, the Proposal Trustee and legal counsel to the Proposal Trustee ("Administrative Parties") shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on all property, assets and undertakings of the Debtor ("Property"), which charge shall not exceed an aggregate amount of $\$ 250,000$, as security for the fees and disbursements of the Administrative Parties, incurred at
their standard rates and charges both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraph 5 hereof.

## DIP FINANCING

3. THIS COURT ORDERS that the Debtor is hereby authorized and empowered to obtain and borrow under a credit facility pursuant to the Debtor-in-Possession Term Sheet ("DIP Term Sheet") between the Debtor and the lender ("DIP Lender") in the form attached hereto as Schedule "A", provided that the borrowings by the Debtor under the DIP Term Sheet shall not exceed $\$ 250,000$ unless permitted by further Order of this Court.
4. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge ("DIP Lender's Charge") on the Property as security for any and all obligations, including on account of principal, interest, fees, expenses and other liabilities, under the DIP Term Sheet ("DIP Obligations"), which DIP Lender's Charge shall be in the aggregate amount of the DIP Obligations outstanding at any given time under the DIP Term Sheet.

## VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

5. THIS COURT ORDERS that the priorities of the Administration Charge and the DIP Lender's Charge (collectively, the "Charges"), as among them, shall be as follows:

First - the Administration Charge; and

Second - the DIP Lender's Charge
6. THIS COURT ORDERS that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as
against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
7. THIS COURT ORDERS that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise.

## BIDDING PROCEDURES

8. THIS COURT ORDERS that the Bidding Procedures, as set out and described in the First Report, are hereby approved and that the Proposal Trustee be and is hereby authorized and directed to carry out the Bidding Procedures in accordance with their terms. The Proposal Trustee is hereby authorized and directed to perform its obligations under the Bidding Procedures and to do all things reasonably necessary in relation to such obligations, subject to the terms of the Bidding Procedures. .
9. THIS COURT ORDERS that in each case where the Proposal Trustee takes such actions or steps under paragraph 8 of this Order, it shall be exclusively authorized and empowered to do so, to the exclusion of any other individual, firm, corporation, governmental body or agency or any other entity (each being a "Person") including the Debtor, and without interference from any other Person.
10. THIS COURT ORDERS that the Proposal Trustee and its affiliates, partners, directors, employees, counsel, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of engaging any professionals as set out in paragraph 8 of this Order, except to the
extent such losses, claims, damages or liabilities result from gross negligence or willful misconduct on the Proposal Trustee in performing its obligations hereunder, as determined by this Court.

## STALKING HORSE AGREEMENT

11. THIS COURT ORDERS that the Debtor is hereby authorized to execute the Stalking Horse Agreement, provided that nothing herein approves the sale and vesting of the Debtors' assets in the Stalking Horse Bidder pursuant to the Stalking Horse Agreement, and that the approval of the sale and vesting of such assets shall be considered by this Court on a subsequent motion made to this Court following the completion of the sale process pursuant to the Bidding Procedures.
12. THIS COURT ORDERS that, in connection with the Bidding Procedures and pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Debtor, and the Proposal Trustee are authonzed and permitted to disclose personal information of identifiable individuals to prospective, purchasers or bidders of the Debtors' assets and to their advisors, including the Stalking Horse Bidder, but only to the extent desirable or required to negotiate and attempt to complete a sale transactions (each, a "Transaction"). Each prospective purchaser, or bidder to whom such information is disclosed shall maintain and protect the privacy of such information and shall limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall: (i) return all such information to the Debtor or the Proposal Trustee; or (ii) destroy all such information that is not electronically stored and, in the case of such information that is electronically stored, destroy all such information to the extent it is reasonably practical to do so. The purchaser in any

Transaction 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 retum all other personal information to the Debtor or the Proposal Trustee, or ensure that all other personal information is destroyed.

## EXTENSION OF TIME TO FILE PROPOSAL

13. THIS COURT ORDERS that the time in which the Debtor is required to file a proposal is hereby extended to and including February 5, 2020.

## SERVICE AND NOTICE

14. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-serviceprotocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: https://www.crowesobermaninc.com/insolvency-cases/trade-secret.
15. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Debtor and the Proposal Trustee are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other
correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## GENERAL

16. THIS COURT ORDERS that the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
17. THIS COURT HEREBY REQUESTS the aid and recognition or any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Debtor, the Proposal Trustee and their respective 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 Debtor and the Proposal Trustee as may be necessary or desirable to give effect to this Order, or to assist the Debtor and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

## SCHEDULE "A"

DIP Term Sheet - See Attached

December 9, 2019
Trade Secret Web Printing Inc.
40 Horner Avenue, Etobicoke ON, M8Z 4X3
Attention: Mr. Bashir Harb
Dear Mr. Harb:

## RE: Debtor in Possession funding of the Proposal of Trade Secret Web Printing Inc. (the "Borrower" in the amount of up to CAD \$250,000.00

We understand that Trade Secret Web Printing Inc. (the "Borrower") has filed for protection from its creditors by filing a notice of intention to make a proposal in accordance with the Bankruptcy and Insolvency Act (the "NOI Process").

In connection with the NOI Process, effective December 2, 2019 (the "Effective Date"), B\&Y Property Holdings Inc., in its capacity as lender (the "Lender") is prepared to advance funds up to the amount of CAD $\$ 250,000.00$ to the Borrower, by way of a court-approved Term Credit Facility (as hereinafter defined), provided that the funds advanced are secured by a court-ordered charge as set out in the draft order attached hereto as Appendix "A" (the "Approval Order"), which loan shall in any event be in priority to all other entities and subject to the other terms set out herein (the "DIP Term Sheet").

The terms of the DIP Facility are as follows:

| Borrower: | Trade Secret Web Printing Inc. |
| :--- | :--- |
| DIP Lender: | B\&Y Property Holdings Inc. as lender (the "Lender") with a mailing address at 40 <br> Horner Avenue, Etobicoke, Ontario, M8Z 4X3. |
| Facility Type: | Term Credit Facility (the "DIP Facility"). |
| Minimum Amount: | CAD $\$ 90,000.00$ (the "First Advance") |
| Amount: | As approved by the court, up to a maximum principal amount of CAD \$250,000.00 |
| Interest Rate: | Five (5\%) percent per annum, calculated monthly, not in advance. <br> Interest calculated as aforesaid shall be payable: <br> i. $\quad$accruing monthly, in arrears, on the first (1st) business day (in Toronto, <br> Ontario) of each month until the full amount outstanding hereunder on <br> account of the DIP Facility, has been paid in full; <br> in accordance with the "Repayment" section below; and <br> upon Maturity (as hereinafter defined). The first monthly payment of interest <br> hereunder shall be payable on the first (1st) business day of the month <br> immediately following the month in which the initial advance of the DIP <br> Facility occurs, computed from the date of such advance. <br> Closiing Fee:The Borrower shall pay to the Lender a closing fee equal to 2.00\% of the maximum <br> principal amount of the DIP Facility (the "Closing Fee"), which Closing Fee shall be <br> earned and payable. |
| Purpose: | The purposes set out in the cash flows filed by the Proposal Trustee on December <br> 2, 2019 (the "Cash Flows"), including, without limitation: (i) for ordinary course <br> working capital and other general corporate purposes of the Borrower in accordance |


|  | with, and subject to the limitations set forth in, the Cash Flows or any other order of the Court in the NOI Process; (ii) to pay transaction costs, fees and expenses (including the Permitted Fees and Expenses, as defined below, and professional fees and expenses owing to the Lender pursuant to the terms of this DIP Term Sheet or other DIP Facility documentation) incurred in connection with the DIP Facility and the transactions contemplated thereunder; and (iii) professional costs and expenses of the Borrower's counsel and the Proposal Trustee and its counsel incurred in connection with the NOI Process. |
| :---: | :---: |
| Availability of First Advance: | The First Advance shall be available upon the occurrence of the following conditions precedent: <br> a) the execution and delivery of this DIP Term Sheet; <br> b) a general security agreement executed by the Borrower in favour of the Lender creating a lien in all present and after-acquired personal property of the Borrower, securing the First Advance and any future advances made pursuant to the DIP Facility (the "GSA"); <br> c) the registration, recording or filing, as applicable, of the GSA, in all jurisdictions and public offices as deemed necessary by the Lender and the Lender's counsel. <br> The Borrower acknowledges that although the First Advance is being made prior to Borrower obtaining the Approval Order, the Borrower must, as soon as commercially reasonable, obtain the Approval Order, on the following terms: <br> i. authorizing the Borrower to enter into, and authorizing the Borrower to perform their obligations under, this DIP Term Sheet; and <br> ii. granting the Lender, a first-ranking super priority charge (the "DIP Charge") over all of the present and future real and personal, tangible and intangible property and assets of the Borrower, securing the First Advance and any further advances made under this DIP Facility (the "First Advance Condition Subsequent") <br> A failure to satisfy the First Advance Condition Subsequent shall be deemed an Event of Default (defined below) and the Lender may, in its sole and absolute discretion exercise, exercise any remedies available to it under this DIP Term Sheet. |
| Conditions Precedent for Further Advances | No further advances, beyond the First Advance, shall be made under the DIP Facility, until the Borrower obtains the Approval Order containing the following terms: <br> iii. authorizing the Borrower to enter into, and authorizing the Borrower to perform its obligations under, this DIP Loan Agreement; and iv. granting the DIP Charge (the "Conditions Precedent") |
| Availability of Further Advances: | Provided (i) that the Conditions Precedent have been satisfied, (ii) an Event of Default (as defined below) has not occurred and (iii) demand for payment has not been made, further advances under the DIP Facility shall be available by one or, at the option of the Borrower, multiple advances, as required by the Borrower. |
| Term: | The DIP Facility matures on the earliest of ("Maturity"): <br> a) the date that is ninety (90) days from the date of the DIP Term Sheet or such later date as the Lender may agree in writing; |


|  | b) the completion of a sale or sales of all or substantially all of the Borrower's assets, property and undertaking, as approved by the Court; <br> c) the implementation of a proposal within the NOI Process, which has been approved by the requisite majorities of the Borrower's creditors, and the Court; <br> d) the date on which the stay of proceedings in the NOI Process terminates; and <br> e) the occurrence of an Event of Default (as defined below). <br> All amounts outstanding or payable under the DIP Loan Agreement (including the principal and all unpaid accrued interest under the DIP Facility and all fees and other amounts required to be paid by the Borrower) shall be due and payable in full on Maturity. |
| :---: | :---: |
| Repayment: | Any amounts received in repayment of obligations owing under the DIP Loan Agreement shall be paid and applied as follows: <br> i. firstly, towards outstanding Permitted Fees and Expenses (as defined below); <br> ii. secondly, towards outstanding interest and costs payable hereunder; and iii. thirdly, towards outstanding principal hereunder. |
| Prepayment: | The DIP Facility can be permanently repaid in whole or in part at any time, without notice or penalty. |
| Security: | The DIP Charge shall secure all debts, liabilities, and obligations of the Borrower under the DIP Facility and shall rank in priority to all assignments, security interests, trusts, liens, mortgages, charges and encumbrances whatsoever, statutory or otherwise, other than a charge to secure the fees and expenses of the Borrower, the Proposal Trustee and their respective counsel in the NOI Process (the "Administration Charge"). |
| Permitted Fees and Expenses: and Expenses: | "Permitted Fees and Expenses" means, collectively: <br> (a) all reasonable and documented fees and expenses of counsel for the Lender in connection with the DIP Facility; and <br> (b) all reasonable and documented fees and expenses incurred by the Borrower and Crowe Soberman Inc., (including the fees and expenses of its counsel), in its capacity as "Proposal Trustee" under the NOI Process) (the "Proposal Trustee"). |
| Default: | The following events shall constitute events of default (each, an "Event of Default"): <br> (a) the failure of the Borrower to obtain the Approval Order on or before December 20, 2019: <br> i. authorizing the Borrower to enter into, and authorizing the Borrower to perform its obligations under, this DIP Loan Agreement; and <br> ii. granting the DIP Charge, ranking behind the Administration Charge; <br> (b) if the Borrower fails to pay to the Lender when due, any amount of principal, interest or other amounts under the DIP Facility, and this DIP Term Sheet, whether by acceleration or otherwise; |


|  | (c) if the Borrower defaults, in the observance or performance of any other nonfinancial term, covenant or condition in this DIP Term Sheet, and such default is not cured within five (5) business days of receiving notice thereof from the Lender; <br> (d) if the Lender determines, in its sole discretion, acting reasonably, that a material adverse change has occurred after the date hereof in respect of the business, affairs or financial condition of the Borrower; <br> (e) if (i) the Approval Order is varied without the consent of the Lender of any other order is made which is or may be prejudicial to the Lender's interests, acting reasonably; (ii) the Approval Order is appealed or leave to appeal is granted; or (iii) the stay if proceedings contained in the Approval Order is terminated or lifted; <br> (f) if a receiver is appointed over any property of the Borrower or any judgment or order or process of any court becomes enforceable against the Borrower or any property of the Borrower or any creditor takes possession of any property of the Borrower; <br> (g) if the Borrower ceases to carry on business; or <br> (h) if the Borrower becomes a bankrupt under the bankruptcy laws of Canada. |
| :---: | :---: |
| Remedies: | Upon the occurrence of an Event of Default: <br> (a) the Lender may immediately terminate the DIP Facility; and <br> (b) all amounts outstanding under the DIP Facility and this DIP Loan Agreement shall, at the option of the Lender, immediately become due and payable; and <br> (c) upon seeking an Order of the Court on five (5) days prior notice, enforce, without further notice, demand or delay, all of its rights and remedies against the Borrower and its property, assets and undertaking including, without limitation, by way of appointment of a receiver. <br> The Borrower hereby consents to the lifting of the stay in its NOI process, if required, in order to allow the DIP Facility and security to be enforced. The DIP Facility and all amounts due hereunder shall not be compromised in any proposal of the Borrower and the Lender shall be treated as an unaffected creditor in these proceedings. |
| Conditions Precedent: | The advance of the DIP Facility is conditional upon: <br> (b) the Borrower obtaining the Approval Order on terms acceptable to the Lender, including the following terms: <br> i. authorizing the Borrower to enter into, and authorizing the Borrower and the Proposal Trustee to perform their obligations under, this DIP Loan Agreement; and <br> ii. granting the Lender, the DIP Charge, ranking behind the Administration Charge. |
| Fees and Expenses: | The Borrower shall be responsible for all reasonable costs, fees and expenses incurred by the Lender and the Lender's solicitor in connection with the negotiation, preparation and administration of this DIP Term Sheet and any enforcement of the |


|  | DIP Charge including, without limitation, all court attendances in connection <br> therewith. All such fees and expenses shall be added to the DIP Facility and be <br> secured by the DIP Charge. |
| :--- | :--- |
| Counterparts: | This DIP Term Sheet may be executed in counterparts, each of which is deemed <br> an original, but all of which together are deemed to be one and the same agreement. <br> A signed copy of this Term Sheet delivered by facsimile, email or other means of <br> electronic transmission is deemed to have the same legal effect as delivery of an <br> original signed copy of this Term Sheet. |

The foregoing constitutes a formal offer to provide financing. Nothing in this DIP Term Sheet shall prevent the Lender from bidding on or funding an entity bidding of the assets of the Borrower in the proposed sale process or otherwise.

IN WITNESS WHEREOF, the parties have executed this DIP Term Sheet as of the date first above written.

## B\&Y Property Holdings Inc.

Trade Secret Web Printing Inc.


Per: Zeinab Harb


Title: President I have authority to bind the Lender

IN BANKRUPTCY AND INSOLVENCY CITY OF ETOBICOKE, IN THE PROVINCE OF ONTARIO
Licensed Insolvency Trustee of Trade Secret Web Printing Inc.

BLANEY MCMURTRY LLP

## ORDER

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Counsel for Trade Secret Web Printing Inc.
CROWE SOBERMAN INC., in its capacity as

## IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF TRADE SECRET WEB PRINTING INC., OF THE CITY OF ETOBICOKE, IN THE PROVINCE OF ONTARIO

CROWE SOBERMAN INC., in its capacity as
Licensed Insolvency Trustee of Trade Secret Web Printing Inc.

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at TORONTO
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MOTION RECORD OF TRADE SECRET WEB PRINTING

## BLANEY MCMURTRY LLP

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Counsel for Trade Secret Web Printing Inc.


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[^1]:    TYPE OF SEARCH : BUSINESS DEBTOR FILE CURRENCY : 300CT 2019

[^2]:    FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

[^3]:    FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

[^4]:    SEARCH CONDUCTE

[^5]:    FORM 1C FINANCING STATEMENT／CLAIM FOR LIEN
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[^6]:    TYPE OF SEARCH $\quad$ : BUSINESS DEBTOR $\quad$ IN FILE CURRENCY: 300CT 2019

[^7]:    TYPE OF SEARCH $\quad$ : BUSINESS DEBTOR $\quad$ SEARCH CONDUCTED ON : TRADE SECRET WEB PRINTING INC. FILE CURRENCY: 300CT 2019

[^8]:    TYPE OF SEARCH $\quad$ : BUSINESS DEBTOR $\quad$ : TRADE SECRET WEB PRINTING INC. FILE CURRENCY: $: 300 C T 2019$

[^9]:    TYPE OF SEARCH $\quad$ : BUSINESS DEBTOR SEARCH CONDUCT

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[^12]:    $\begin{array}{lll}\text { TYPE OF SEARCH } & \text { ：BUSINESS DEBTOR } & \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC．} \\ \text { FILE CURRENCY } & : 300 C T 2019\end{array}$
    $\begin{array}{ll}\text { TYPE OF SEARCH } & : \text { BUSINESS DEBTOR } \\ \text { SEARCH CONDUCTED ON } & : \text { TRADE SECRET WEB PRINTING INC．} \\ \text { FILE CURRENCY } & : 300 C T 2019\end{array}$

[^13]:    TYPE OF SEARCH : BUSINESS DEBTOR FILE CURRENCY : 300CT 2019

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