

APPENDIX “F”
PPSA Summary Report, having a file currency
of February 26, 2017

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

REPORT : PSSR060
PAGE : 1
(8321)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2SOURCE MANUFACTURING INC.

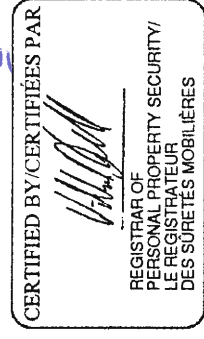
FILE CURRENCY : 26FEB 2017

ENQUIRY NUMBER 20170227182804.03 CONTAINS 19 PAGE(S), 7 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
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THORNTON GROUT FINNIGAN LLP - ROXANA MANEA
3200-100 WELLINGTON STREET WEST
TORONTO ON M5K 1K7

APPENDIX



CONTINUED... 2



RUN NUMBER : 058

TYPE OF SEARCH : BUSINESS DEBTOR

PLATE NUMBER

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION

SURNAME
INITIAL

100

MISSISSAUGA

ONTARIO CORPORATION NO. 2017215

INITIAL

100

ONTARIO CORPORATION NO.

ELLIOTT-MATSUURA CANADA INC.

2120 BUCKINGHAM ROAD

ON L6H 5X2

GENERAL CLASSIFICATION

MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED

X

YEAR MAKE

THE GOM-TEGOM

V. I. K.

MOTOR

GENERAL

REGISTERING

DIAB DECOSIMO (JFD)


2401 BRISTOL CIRCLE, SUITE C201

NO L6H 5S9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR



REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fs 09/2013)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(8324)

RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2 SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
698399001

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 3 20140728 1525 1902 7234

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME ADDRESS
04 ADDRESS
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME ADDRESS
07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
MOTOR VEHICLE AMOUNT NO. FIXED

11 YEAR MAKE MODEL V.I.N.

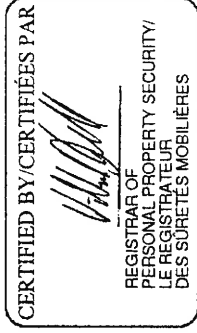
12 MOTOR VEHICLE

13 GENERAL REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL
14 COLLATERAL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE
15 DESCRIPTION AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



(crlts 09/2013)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(8325)

RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
598399001

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 3 20140728 1525 1902 7234

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /

09 LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

11 MOTOR YEAR MAKE

12 VEHICLE

MODEL

V.I.N.

13 GENERAL PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR

14 COLLATERAL DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

15 DESCRIPTION

16 REGISTERING

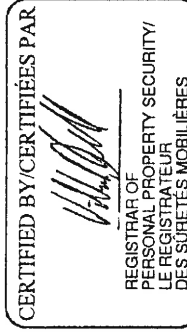
17 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

6



(e/f's 09/2013)



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 693436581

01 CAUTION PAGE 001 NO. OF PAGES 2
FILING NO. 001 TOTAL 2
MOTOR VEHICLE SCHEDULE 20140128 1614 6005 1433 P PPSA 04
REGISTRATION NUMBER UNDER PERIOD
REGISTRATION PERIOD 04

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME 2SOURCE MANUFACTURING INC
04 ADDRESS 5261 BRADCO BOULEVARD MISSISSAUGA
ONTARIO CORPORATION NO. ON L4W 2A6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY / NATIONAL LEASING GROUP INC.
09 LIEN CLAIMANT 1525 BUFFALO PLACE (2654707) WINNIPEG MB R3T 1L9

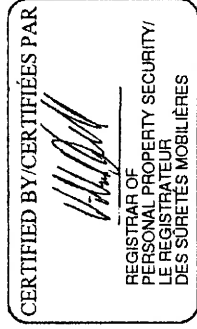
10 COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNT'S OTHER INCLUDED DATE OF MATURITY OR NO. FIXED Maturity DATE
X

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL ALL COMPUTER SOFTWARE AND LICENSES OF EVERY NATURE OR KIND DESCRIBED
14 COLLATERAL IN LEASE NUMBER 2654707 BETWEEN QUESTOR FINANCIAL CORP., AS ORIGINAL
15 DESCRIPTION LESSOR AND THE DEBTOR, AS LESSEE, WHICH LEASE WAS ASSIGNED BY THE

16 REGISTERING ADDRESS
17 AGENT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(8327)

RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2 SOURCE MANUFACTURING INC.
FILE CURRENCY : 26 FEB 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
693436581

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20140128 1614 6005 1433

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

06 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
07 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
LIEN CLAIMANT ADDRESS

09 COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR NO FIXED MATURITY DATE

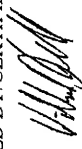
10 YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL ORIGINAL LESSOR TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME,
14 COLLATERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SURETES MOBILIERES
(c)11s 09/2013



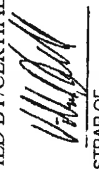
PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	686140857												
01	CAUTION FILING	PAGE	NO. OF PAGES	TOTAL	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD						
		01	001	001	20130417 0850 9221 3945	P	PPSA	5						
02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME									
03	BUSINESS NAME	2SOURCE MANUFACTURING INC												
04	ADDRESS	5261 BRADCO BLVD MISSISSAUGA ON L4W2A6												
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME									
06	BUSINESS NAME	2SOURCE MANUFACTURING INC												
07	ADDRESS	180 HONDA BLVD MARKHAM ON L6C0H9												
08	SECURED PARTY / LIEN CLAIMANT	HONDA CANADA FINANCE INC.												
09	ADDRESS	180 HONDA BLVD MARKHAM ON L6C0H9												
10	COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	OR	NO. FIXED	MATURITY DATE
		X	X	X	X	X	X	X	X	59466	13APR2018			
11	YEAR MAKE	2013 ACURA												
12	MODEL	MDX												
13	GENERAL COLLATERAL DESCRIPTION	00000160526657												
14	REGISTERING AGENT	SECUREFACT TRANSACTION SERVICES, INC.												
15	ADDRESS	300 - 350 BAY STREET TORONTO ON M5H2S6												
16	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY, ***													
17	CONTINUED...													

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SURETES MOBILIERES
(e/f/s 09/2013)



RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 9
(8329)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
650628522

01 CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER PERIOD
FILING 01 001 20081218 1441 1862 6324 P PSSA 10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME 2SOURCE MANUFACTURING INC.
04 ADDRESS 5261 BRADCO BLVD MISSISSAUGA ON L4W 2A6 ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / ONTARIO DEVELOPMENT CORPORATION
09 LIEN CLAIMANT ADDRESS 56 WELLESLEY STREET WEST, 5TH FLOOR TORONTO ON M7A 2E7

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X


11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL SECURITY AGREEMENT
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING ONTARIO DEVELOPMENT CORPORATION
17 AGENT ADDRESS 56 WELLESLEY STREET WEST, 5TH FLOOR TORONTO ON M7A 2E7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETES MOBILIERES
(e/fits 09/2013)



RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2 SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	002		20120315 1651	1862 4175
RECORD REFERENCED	FILE NUMBER	650628522			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			A AMENDMENT		

[illegible]

23	REFERENCE	2 SOURCE MANUFACTURING INC.
24	DEBTOR /	BUSINESS NAME

25	OTHER CHANGE
26	REASON/
27	DESCRIPTION
28	TO CHANGE THE SECURED PARTY TO HER MAJESTY THE QUEEN IN RIGHT OF THE
29	PROVINCE OF ONTARIO, AS REPRESENTED BY THE MINISTER OF ECONOMIC
30	DEVELOPMENT AND INNOVATION AND TO CHANGE THE AGENT TO LEGAL SERVICES
31	
32	DATE OF BIRTH
33	FIRST GIVEN NAME
34	INITIAL
35	SURNAME

03 /	DEBIOR /	BUSINESS NAME	2 SOURCE MANUFACTURING INC.
03 /	TRANSFEREE		

04/07 ADDRESS 5261 BRADCO BLVD

MISSISSAUGA

ONTARIO CORPORATION NO. L4W 2A6

29 ASSIGNOR
SECURED PARTY / LITEN CLATMANT / ASSIGNEE

08 HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, AS
09 ADDRESS: 900 BAY STREET, 3RD FLOOR, HEARST BLOCK TORONTO

ON M7A 2E1

COLLATERAL CLASSIFICATION

	MOTOR VEHICLE	DATE OF	NO FIXED
	INCLUDED	MATURITY OR	MATURITY DATE
INVENTORY EQUIPMENT ACCOUNTS OTHER		AMOUNT	
GOODS			
-CONSUMER-			

10
GOODS
INVESTMENT
PROPERTY
X

TO	YEAR	MAKE	MODEL
1964	1964	1964	1964
1965	1965	1965	1965
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1967	1967	1967	1967
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2046	2046	2046	2046
2047	2047	2047	2047
2048	2048	2048	2048
2049	2049	2049	2049

V. I. N.

MODEL

YEAR MAKE

11 MOTOR.

311

12 VEHICLE

13 CENTRAL

SECURITY AGREEMENT

13 GENERAL SECURITY AGREEMENT
14 COLLATERAL

	COLLECTOR	DESCRIPTION
I4		
I5		

16 REGISTERING AGENT OR
17 SECURED PARTY// ADDRESS
LEGAL SERVICES BRANCH, MED
56 WELLESLEY STREET WEST, 5

M7A 2E7

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(cri2fs 09/2013)



Ontario

RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2 SOURCE MANUFACTURING INC.
FILE CURRENCY : 26 FEB 2017

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

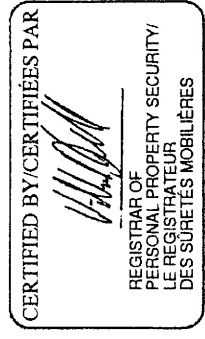
CAUTION FILING	PAGE NO. OF 002	TOTAL MOTOR VEHICLE SCHEDULE 20120315 1651 1862 4175	REGISTRATION NUMBER	REGISTERED UNDER
RECORD REFERENCED	FILE NUMBER 650628522	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED YEARS
REFERENCE	DEBTOR/ TRANSFEROR	BUSINESS NAME	FIRST GIVEN NAME	INITIAL SURNAME
OTHER CHANGE	REASON/ DESCRIPTION	BRANCH, MEDI	DATE OF BIRTH	FIRST GIVEN NAME
DEBTOR/ TRANSFEREE	BUSINESS NAME	ADDRESS	INITIAL SURNAME	DATE OF BIRTH

ONTARIO CORPORATION NO.

ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	REPRESENTED BY THE MINISTER OF ECONOMIC DEVELOPMENT AND INNOVATION
COLLATERAL CLASSIFICATION	CONSUMER	ADDRESS
GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	MOTOR VEHICLE
YEAR MAKE	MODEL	V.I.N.
MOTOR	VEHICLE	DATE OF NO FIXED
GENERAL	COLLATERAL	AMOUNT MATURITY OR MATURITY DATE
DESCRIPTION	REGISTERING AGENT OR	
SECURED PARTY/LIEN CLAIMANT	ADDRESS	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
646074027

01 CAUTION PAGE NO. OF PAGES TOTAL
FILING 001 2 2

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME 2SOURCE MANUFACTURING INC.
04 ADDRESS 161 BAY STREET, 27TH FLOOR, BCE PLACE, TORONTO
ONTARIO CORPORATION NO. ON M5J 2S1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY / 2006905 ONTARIO INC.
09 LIEN CLAIMANT ADDRESS 62 BEL AIR DRIVE
OAKVILLE ON L6J 7N1

10 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
X X X X X NO FIXED

11 YEAR MAKE
12 MOTOR
13 VEHICLE
14 GENERAL
15 COLLATERAL
16 DESCRIPTION
17 REGISTERING
AGENT

STIKEMAN ELLIOTT LLP
ADDRESS 5300 COMMERCE COURT WEST TORONTO ON M5L 1B9
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR
[Signature]
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crlts 09/2013)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 13
(8333)

RUN NUMBER : 058
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FILE CURRENCY : 26FEB 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
646074027

CAUTION PAGE TOTAL
FILING NO. OF PAGES 002 2
MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SCHEDULE NUMBER UNDER PERIOD
20080613 1326 1590 2471

00
01
02
03
04
05
06
07
08
09
10
11
12
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14
15
16
17

DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

DEBTOR NAME
DATE OF BIRTH
BUSINESS NAME
ADDRESS
FIRST GIVEN NAME
INITIAL
SURNAME
ONTARIO CORPORATION NO.

CONTINUED...

14

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(crlts 09/2013)



RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF PAGES	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	20130612 1734 1590 2330		

RECORD REFERENCED	FILE NUMBER	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
21	646074027		B RENEWAL	5	

REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
22			

DEBTOR/TRANSFEROR	BUSINESS NAME	2SOURCE MANUFACTURING INC.
23		
24		

OTHER CHANGE REASON/DESCRIPTION	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
25				
26				
27				
28				

DEBTOR/TRANSFEREE	BUSINESS NAME	ADDRESS
02/05/03/06		
04/07		

ONTARIO CORPORATION NO.

29 ASSIGNOR
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

09 COLLATERAL CLASSIFICATION
CONSUMER

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE DATE OF NO FIXED AMOUNT MATURITY OR MATURITY DATE

11 YEAR MAKE

MODEL

V.I.N.

12 MOTOR

13 VEHICLE

14 GENERAL

15 COLLATERAL

16 DESCRIPTION

17 REGISTERING AGENT OR

SECURED PARTY/

LIEN CLAIMANT

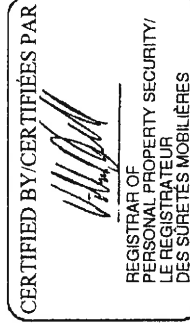
O'CONNOR MACLEOD HANNA LLP (TAL)
700 KERR STREET

OAKVILLE

ON 16K 3W5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED ... 15



(c)2s 09/2013)



RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2 SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20130614 1642 2278 0004	
21	FILE NUMBER	646074027			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
22			FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE	BUSINESS NAME	2SOURCE MANUFACTURING INC.		
24	DEBTOR/ TRANSFEROR				
25	OTHER CHANGE				
26	REASON/		TO REFLECT THE CHANGE OF ADDRESS OF THE DEBTOR		
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME	2SOURCE MANUFACTURING INC.		
06		ADDRESS	5261 BRADCO BOULEVARD		
04/07					

ONTARIO CORPORATION NO.
 ON L4W 2A2
 MISSISSAUGA

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ADDRESS
COLLATERAL CLASSIFICATION

	MOTOR VEHICLE	DATE OF	NO FIXED
	CONSUMER		
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR MATURITY DATE
CONSUMER			
GOODS			
INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED			
AMOUNT MATURITY OR MATURITY DATE			

YEAR MAKE

MOTOR

VEHICLE

GENERAL.

CONFIDENTIAL

NO. 1621-AD-3-ALL
MAY 19 1960

NOT ITINERANT


REGULATED AND
REQUIRED NAME

SECRET

MITCHELL

100

CERTIFIED BY/CERTIFIÉES PAR



REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE RÉGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cri2fs 09/2013)



Ontario

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

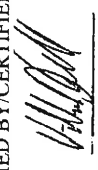
REPORT : PSSR060
PAGE : 16
(8336)

RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2 SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00	FILE NUMBER	625656042									
01	CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD				
		001	1		20060531 1056 1793 4638	P	PPSA	5			
02	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
03	BUSINESS NAME	2 SOURCE MANUFACTURING INC.									
04	ADDRESS	5261 BRADCO BOULEVARD MISSISSAUGA ONTARIO CORPORATION NO. L4W2A6									
05	DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME						
06	BUSINESS NAME	ONTARIO CORPORATION NO.									
07	ADDRESS										
08	SECURED PARTY / LIEN CLAIMANT	HSBC BANK CANADA									
09	ADDRESS	70 YORK STREET, 2ND FLOOR TORONTO ON M5J1S9									
10	COLLATERAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
		X	X	X	X	X	X	X			
11	MOTOR	V.I.N.									
12	VEHICLE	MODEL									
13	GENERAL COLLATERAL	FOGLER RUBINOFF LLP									
14	DESCRIPTION	1200 - 95 WELLINGTON STREET, W TORONTO ON M5J2Z9									
15	REGISTERING AGENT	*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***									
16		CONTINUED...									
17		17									

CERTIFIED BY / CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(en/ls 09/2013)



RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

TYPE OF SEARCH	:	BUSINESS DEBTOR
SEARCH CONDUCTED ON	:	2 SOURCE MANUFACTURING INC.
FILE CURRENCY	:	26FEB 2017

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO.	OF	PAGES	SCHEDULE	NUMBER UNDER

01	01	20110516 1453	1530 3674
21	RECORD	FILE NUMBER	625856042

REFERENCE	PAGE AMENDED	NO SPECIFIC PAGE AMENDED Y	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS	CORRECT PERIOD
				5	

DATE	TIME	LOCATION	INITIAL	SURNAME	FIRST GIVEN NAME
1970	10	10	10	10	10

23	REFERENCE	
24	DEBTOR/	BUSINESS NAME
		2SOURCE MANUFACTURING INC.

25	OTHER CHANGE
26	REASON/
27	DESCRIPTION

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02 / 28			

05	DEBTOR/	BUSINESS NAME	ADDRESS
03/	TRANSFEEEE		
06			
04/07			

ONTARIO CORPORATION NO.

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

ADDRESS
COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
GOODS			


	YEAR	MAKE	V.I.N.	MODEL
10				

11	MOTOR
12	VEHICLE
13	GENERAL
14	COLLATERAL
15	DESCRIPTION
16	REGISTERING AGENT OR SECURED PARTY / --- ADDRESS
17	LITEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR



REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj21s 09/2013)



TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20160427 1438 1530 6624		
21	RECORD FILE NUMBER	625656042			
22	REFERENCE				
23	DEBTOR/ TRANSFEROR				
24	BUSINESS NAME	2SOURCE MANUFACTURING INC.			

OTHER CHANGE REASON/ DESCRIPTION	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05/				
03/				
06/				
04/07				

ONTARIO CORPORATION NO.

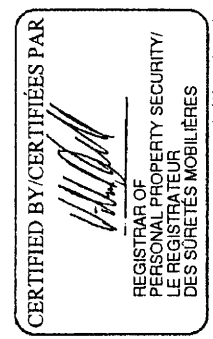
29 ASSIGNOR
30 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

COLLATERAL CLASSIFICATION	ADDRESS
10	
11	
12	
13	
14	
15	
16	
17	

YEAR	MAKE	MODEL	V.I.N.
11			
12			
13			
14			
15			
16			
17			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 19
(8339)


RUN NUMBER : 058
RUN DATE : 2017/02/27
ID : 20170227182804.03

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2SOURCE MANUFACTURING INC.
FILE CURRENCY : 26FEB 2017

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
712088955	20151125 1529 1862 3395		
698399001	20140728 1525 1902 7234		
693436581	20140128 1614 6005 1433		
686140857	20130417 0850 9221 3945		
650628522	20081218 1441 1862 5324	20120315 1651 1862 4175	
646074027	20080613 1326 1590 2471	20130612 1734 1590 2330	20130614 1642 2278 0004
625656042	20060531 1056 1793 4638	20110516 1453 1530 3674	20160427 1438 1530 6624

12 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(cfr 3 09/2013)



APPENDIX “G”

**General Security Agreement dated June 5, 2006 and a
General Assignment of Book Debts dated June 5, 2006**



General Security Agreement

TO: HSBC Bank Canada (the "Bank")

The undersigned (the "Debtor") enters into this General Security Agreement with the Bank for valuable consideration and as security for the repayment and discharge of all indebtedness obligations and liabilities of any kind, present or future, direct or indirect, absolute or contingent, joint or several, of the Debtor to the Bank, whether as principal or surety, together with all expenses (including legal fees on a full indemnification basis) incurred by the Bank, its receiver or agent, in the preparation, perfection and enforcement of security and other agreements held by the Bank in respect of such indebtedness, obligations or liabilities and interest thereon (collectively, the "Indebtedness").

ARTICLE 1. GRANT OF SECURITY INTERESTS

1.1 The Debtor grants to the Bank, by way of mortgage, charge, assignment and transfer, a security interest (the "Security Interest") in the undertaking of the Debtor and in all Personal Property including, without limitation, all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Accounts, Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now or hereafter owned or acquired by or on behalf of the Debtor and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (collectively, the "Collateral") including, without limitation, all of the following now or hereafter owned or acquired by or on behalf of the Debtor:

- (a) all Inventory of whatever kind and wherever situate.
- (b) all Equipment of whatever kind and wherever situate including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind.
- (c) all accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit, guarantees and advices of credit which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor.
- (d) all deeds, documents, writings, papers, books of account and other books relating to or being records of Accounts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable.
- (e) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights and other industrial property.
- (f) all monies other than trust monies lawfully belonging to others.
- (g) all property and assets, real and personal, movable or immovable, of whatsoever

nature and kind.

- 1.2 The Security Interest shall not extend or attach to (a) any personal property held in trust by the Debtor and lawfully belonging to others or (b) any property of the Debtor that constitutes consumer goods for the personal use of the Debtor; or (c) the last day of the term of any lease, oral or written, or agreement therefor, now held or hereafter acquired by the Debtor, provided that upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign and dispose of the same to any person acquiring such term. Unless otherwise defined herein, capitalized terms used herein shall have meanings ascribed thereto in the PPSA, as defined in this Agreement.

ARTICLE 2. ATTACHMENT

- 2.1 The Debtor warrants and acknowledges that the Debtor and the Bank intend the Security Interest in existing Collateral to attach upon the execution of this General Security Agreement; that value has been given; that the Debtor has rights in such existing Collateral; and that the Debtor and the Bank intend the Security Interest in hereafter acquired Collateral to attach at the same time as the Debtor acquires rights in the said after acquired Collateral.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

- 3.1 The Debtor represents and warrants and, so long as this General Security Agreement remains in effect shall be deemed to continuously represent and warrant, to the Bank that:
- (a) the Debtor has or expects hereafter to have assets at the location(s) set out in Schedule "A".
 - (b) the Collateral is situate or located at the location(s) set out in Schedule "A" on the date of this Agreement; may also be located at other places while in transit to and from such locations and premises; and may from time to time be situate or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.
 - (c) the Collateral is genuine and owned by the Debtor free of all security interests, mortgages, liens, claims, charges or other encumbrances (collectively, "Encumbrances"), save for the Security Interest and those Encumbrances expressly consented to in writing by the Bank.

ARTICLE 4. COVENANTS AND AGREEMENTS OF THE DEBTOR

- 4.1 The Debtor covenants and agrees with the Bank that until all of the Indebtedness is paid in full:
- (a) the Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral in the ordinary course of business or otherwise, and if the amounts on or in respect of the Collateral or Proceeds thereof shall be paid to the Debtor, the Debtor shall receive the same in trust for the Bank and forthwith pay over the same to the Bank upon request; provided however that the Inventory of the Debtor may be sold or disposed of in the ordinary course of

business and for the purpose of carrying on the same.

- (b) the Debtor shall not without the prior written consent of the Bank, create or permit any Encumbrances upon or assign or transfer as security or pledge or hypothecate as security any of the Collateral except to the Bank.
 - (c) the Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including extended coverage), theft, and such risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest under this Agreement may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions. In the event that the Debtor fails to pay all premiums and other sums payable in accordance with the foregoing insurance provision, the Bank may make such payments to be repayable by the Debtor on demand and any such payments made by the Bank shall be secured by this Agreement.
 - (d) the Debtor shall keep the Collateral in good condition and repair according to the nature and description thereof, and the Bank may, whenever it deems necessary, either in person or by agent, inspect the Collateral and the reasonable cost of such inspection shall be paid by the Debtor and secured by this Agreement, the Bank may make repairs as it deems necessary, and the cost thereof shall be paid by the Debtor and secured by this Agreement.
 - (e) the Debtor shall duly pay all taxes, rates, levies, assessments of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Collateral as and when the same become due and payable.
 - (f) the Debtor agrees that the Bank may, at any time, whether before or after a default under this General Security Agreement, notify any account debtor of the Debtor of the Security Interest, require such account debtor to make payment to the Bank, take control of any Proceeds of Collateral and may hold all amounts received from any account debtor and any Proceeds as part of the Collateral and as security for the Indebtedness.
 - (g) the Debtor shall notify the Bank promptly of any change in the information set out in Schedule "A".
- 4.2 The Debtor shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered any such further act, deed, transfer, assignment, assurance, document or instrument as the Bank may reasonably require for the better granting, mortgaging, charging, assigning and transferring unto the Bank the property and assets subjected or intended to be subject to the Security Interest or which the Debtor may hereafter become bound to mortgage, charge, assign, transfer or subject to the Security Interest in favour of the Bank and for the better accomplishing and effectuating of this General Security Agreement and the provisions contained herein and each and every officer of the Bank is irrevocably appointed attorney to execute in the name and on behalf of the Debtor any document or instrument for the said purposes.

- 4.3 The Debtor shall permit the Bank at any time, either in person or by agent, to inspect the Debtor's books and records pertaining to the Collateral. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request including, without limitation, lists of Inventory and Equipment and lists of Accounts showing the amounts owing upon each Account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the Accounts.
- 4.4 The Debtor acknowledges and agrees that, in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term "Debtor" when used in this Agreement shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interest granted in this Agreement:
- (a) shall extend and attach to Collateral owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any Collateral thereafter owned or acquired by the amalgamated corporation.
 - (b) shall secure the Indebtedness of each of the amalgamating corporations and the amalgamated corporation to the Bank at the time of amalgamation and any Indebtedness of the amalgamated corporation to the Bank thereafter arising.

ARTICLE 5. DEFAULT

- 5.1 The Debtor shall be in default under this General Security Agreement upon the occurrence of any one of the following events:
- (a) the non-payment by the Debtor, when due, whether by acceleration or otherwise, of any of the Indebtedness.
 - (b) the death or a declaration of incompetency by a court of competent jurisdiction with respect to the Debtor, if an individual.
 - (c) the failure of the Debtor to observe or perform any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained in this Agreement or not.
 - (d) an execution or any other process of the Court becomes enforceable against the Debtor or a distress or an analogous process is levied upon the property of the Debtor or any part thereof.
 - (e) the Debtor becomes insolvent, commits an act of bankruptcy, makes an assignment in bankruptcy or a bulk sale of its assets, any proceeding for relief as a debtor or liquidation, re-assignment or winding-up is commenced with respect to the Debtor or a bankruptcy petition is filed or presented against the Debtor and is not bona fide opposed by the Debtor.
 - (f) the Debtor ceases to carry on business.

- (g) the Debtor defaults in the observance or performance of any provision relating to indebtedness of the Debtor to any creditor other than the Bank and thereby enables such creditor to demand payment of such indebtedness.

5.2 The Bank may in writing waive any breach by the Debtor of any of the provisions contained in this Agreement or any default by the Debtor in the observance or performance of any covenant or condition required by the Bank to be observed or performed by the Debtor; provided that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or the rights resulting therefrom.

ARTICLE 6. REMEDIES OF THE BANK

6.1 Upon any default under this General Security Agreement, the Bank may declare any or all of the Indebtedness to be immediately due and payable and the Bank may proceed to realize the security constituted by this Agreement and to enforce its rights by entry or by the appointment by instrument in writing of a receiver or receivers of all or any part of the Collateral and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor.

6.2 Any such receiver or receivers so appointed shall have power:

- (a) to take possession of the Collateral or any part thereof and to carry on the business of the Debtor.
- (b) to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor.
- (c) to further charge the Collateral in priority to the Security Interest as security for money so borrowed.
- (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as such receiver or receivers shall determine.

In exercising any powers any such receiver or receivers shall be deemed to act as agent or agents for the Debtor and the Bank shall not be responsible for the actions of such agent or agents.

6.3 In addition, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral and any such sale may be made under this Agreement by public auction, by public tender or by private contract, with or without notice, advertising or any other formality, all of which are waived by the Debtor, and such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the

Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such Collateral.

- 6.4 No remedy for the realization of the security of this Agreement or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, and any one or more of such remedies may from time to time be exercised independently or in combination.
- 6.5 The term "receiver" as used in this General Security Agreement includes a receiver and manager.

ARTICLE 7. RIGHTS OF THE BANK

- 7.1 All payments made in respect of the Indebtedness and money realized from any securities held therefor may be applied on such part or parts of the Indebtedness as the Bank may see fit and the Bank shall at all times and from time to time have the right to change any appropriation of any money received by it and to reapply the same on any other part or parts of the Indebtedness as the Bank may see fit, notwithstanding any previous application by whomsoever made.
- 7.2 The Debtor grants to the Bank the right to set off against any and all accounts, credits or balances maintained by it with the Bank, the aggregate amount of any of the Indebtedness when the same shall become due and payable whether at maturity, upon acceleration of maturity thereof or otherwise.
- 7.3 The Bank, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Debtor and all other persons and securities as the Bank may see fit.
- 7.4 The Bank may assign, transfer and deliver to any transferee any of the Indebtedness or any security or any documents or instruments held by the Bank in respect thereof provided that no such assignment, transfer or delivery shall release the Debtor from any of the Indebtedness; and thereafter the Bank shall be fully discharged from all responsibility with respect to the Indebtedness and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Bank under such security, documents or instruments but the Bank shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Debtor shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Bank.

ARTICLE 8. MISCELLANEOUS

- 8.1 This General Security Agreement is in addition to all, and not in substitution for or merged in any, other agreement, security, document or instrument now or hereafter held by the Bank or existing at law, in equity or by statute.
- 8.2 Nothing in this Agreement shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness of the Debtor to the Bank.

- 8.3 This General Security Agreement shall be binding upon the Debtor and its heirs, legatees, trustees, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Debtor and shall enure to the benefit of the Bank successors and assigns.
- 8.4 In construing this General Security Agreement, terms shall have the same meaning as defined in the PPSA, as hereinafter defined, unless the context otherwise requires. Words importing gender shall include all genders. Words importing the singular number shall include the plural and vice versa.
- 8.5 If one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.
- 8.6 The headings in this General Security Agreement are included for convenience of reference only, and shall not constitute a part of this General Security Agreement for any other purpose.
- 8.7 Any notice or statement referred to in this Agreement may be delivered, sent by facsimile machine ("fax") or, providing that postal service throughout Canada is fully operative, mailed by ordinary prepaid mail to the Debtor at his last address known to the Bank and the Debtor shall be deemed to have received such notice or statement on the day of delivery, if delivered on a business day, the business day immediately following the day of delivery, if delivered on a day other than a business day, on the business day following transmission, if transmitted by fax, and three (3) business days after mailing, if mailed.
- 8.8 Where any provision or remedy contained or referred to in this General Security Agreement is prohibited, modified or altered by the laws of any province or territory of Canada which governs that aspect of this General Security Agreement and the provision or remedies may be waived or excluded by the Debtor in whole or in part, the Debtor waives and excludes such provision to the fullest extent permissible by law.
- 8.9 In the event the Debtor is a body corporate, it is agreed that *The Limitations of Civil Rights Act of the Province of Saskatchewan*, or any provision thereof, shall have no application to this General Security Agreement or any agreement or instrument renewing or extending or collateral to this General Security Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act*, the Debtor agrees with the Bank that all of Part IV (other than section 46) of that Act shall not apply to the Debtor.
- 8.10 This General Security Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws applicable therein, as the same may be in effect from time to time including, where applicable, the *Personal Property Security Act* of that Province (as amended or substituted, the "PPSA"). For the purpose of legal proceedings this General Security Agreement shall be deemed to have been made in the said Province and to be performed there and the courts of that Province shall have jurisdiction over all disputes which may arise under this General Security Agreement and the Debtor irrevocably and unconditionally submits to the non-

exclusive jurisdiction of such courts, provided always that nothing in this Agreement contained shall prevent the Bank from proceeding at its election against the Debtor in the courts of any other Province, country or jurisdiction.

8.11 The Debtor acknowledges having received a copy of this General Security Agreement.

DATED as of June 5, 2006.

2SOURCE MANUFACTURING INC.

by:  c.s.

Name: Robert Giogg

Title: President & Secretary

(LoanTransact I) DocName: gen. security agmmt. (standard))

Schedule "A"

Locations of Collateral

5261 Bradco Boulevard
Mississauga, Ontario
L4W 2A6
Canada



8

**General Assignment of Book Debts
(For use in all Provinces except Quebec)**

TO: HSBC Bank Canada (the "Bank")

1. The undersigned, 2Source Manufacturing Inc. (the "undersigned"), for valuable consideration, jointly and severally assigns and transfers to the Bank all debts, claims, demands, monies and choses in action, (including, without limitation, all book debts) now due or accruing or growing due, or hereafter to become due or accruing or growing due, or which may become vested in the undersigned alone or the undersigned jointly with others, whether in connection with the business now carried on by the undersigned, or any future business or otherwise, or any policy or contract of insurance against loss by whatever cause to the real or personal property of the undersigned (collectively, the "Debts"), and also books of account, and documents in any way evidencing or relating to, or which may be received as security for or on account of the Debts, and also all judgments and all mortgages or other securities for payment of the same or any of them, and also all other rights and benefits which are now or may hereafter become vested in the undersigned in respect of the Debts.
2. If the undersigned is a corporation, no change in the name, objects, capital stock or constitution of the undersigned shall in any way affect the validity or enforceability of this Assignment, with respect to Debts due or accruing or growing due to the undersigned before or after any such change, and this Assignment shall extend to all Debts of the person or corporation who or which assumes the obligations of the undersigned in whole or in part in whatsoever manner including, without limitation, by amalgamation with the undersigned.
3. If the undersigned is a partnership, no change in the name of the undersigned's firm or in the membership of the undersigned's firm through the death, retirement or introduction of one or more partners or otherwise, or by the disposition of the undersigned's business in whole or in part, shall in any way affect the validity or enforceability of this Assignment, with respect to Debts due or accruing or growing due to the undersigned before or after any such change, and this Assignment shall extend to all Debts of the person or corporation who or which assumes the obligations of the undersigned in whole or in part in whatsoever manner.
4. The undersigned undertakes to furnish to the Bank at any time on demand a list of all the debtors of the undersigned with the amount owing by each and the securities held by the undersigned therefor together with all information which may assist in the collection of the Debts, and the Bank or its authorized agent shall be entitled from time to time to inspect all books and accounts, letters, invoices, papers and documents in any way evidencing or relating to the Debts and to make photocopies at the expense of the undersigned, and for such purposes the Bank shall have access to all premises occupied by the undersigned.
5. The undersigned covenants that none of the Debts have been assigned to or pledged or encumbered in favour of any other person, firm or corporation, and agrees not to make any subsequent assignment of any or all of the Debts without the prior written consent of

the Bank thereto.

6. The present assignment and transfer shall be a continuing security to the Bank for the payment of all and every present and future indebtedness and liability direct or indirect, absolute or contingent, mature or not, of the undersigned to the Bank and any ultimate unpaid balance thereof with interest, and is in addition to all, and not in substitution for or merged in any, other similar assignment heretofore given to and still held by the Bank and is taken by the Bank as additional security for the fulfilment of the obligations of the undersigned to the Bank therein, and shall not operate as a merger of any simple contract debt or in any way suspend the fulfilment of, or prejudice or affect the rights, remedies and powers of, the Bank in respect of the said obligations or any securities held by the Bank for the fulfilment thereof.
7. The undersigned expressly authorizes the Bank to realize the Debts from time to time in such manner and at such times as it may in its discretion deem advisable (but shall not be bound to realize the same unless it sees fit) and to impute or appropriate the proceeds thereof in its absolute discretion on account of such parts of the said indebtedness and liability whether secured or unsecured; and such appropriations or imputations may be changed or varied from time to time at the discretion of the Bank; and the undersigned acknowledges that the operation of the account or accounts relating to loans to or indebtedness of the undersigned will involve extra work on the part of the Bank and agrees to pay the Bank's charges for the keeping of the said account or accounts and for receiving, whether directly or through the undersigned, payments on account of the Debts, and also to pay to the Bank its charges for services in collecting, enforcing or realizing any of the Debts or attempting to do so and sums paid and expenses incurred in connection therewith, and authorizes the Bank to add such charges, sums or expenses to the indebtedness of the undersigned and to retain the same out of monies received by the Bank.
8. The Bank may grant extensions, take and give up securities, accept compositions, grant releases and discharges and generally deal with the Debts in its absolute discretion without consent of or notice to the undersigned, and may deal with the undersigned, debtors of the undersigned, sureties and others and with the Debts and other securities as the Bank may see fit without prejudice to the liability of the undersigned or to the right of the Bank to hold and realize as security, and the Bank shall not be responsible for any loss or damage which may occur in consequence of the negligence of any officer, agent or legal counsel employed in the collection or realization thereof, and the Bank shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Debts or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving any rights of the Bank, the undersigned or any other person, firm or corporation in respect of the same.
9. If the amount of any of the Debts be paid to the undersigned or an agent of the undersigned, the undersigned agrees that such amount shall be received in trust for the Bank and the undersigned shall forthwith pay over or cause to be paid over the same to the Bank.
10. The undersigned undertakes to do such other things and sign such further instruments as may from time to time be required by the Bank or any officer or successor thereof to vest in the Bank the Debts or to collect the same, and hereby constitutes and appoints

any branch manager or acting manager of the Bank the true and lawful attorney of the undersigned, irrevocable, with full power of substitution, to do, make and execute all such assignments, deeds, documents, acts, matters and things as the undersigned has agreed herein to do, make and execute or as may be required to give effect to this Assignment or in the exercise of the powers of the Bank hereby conferred, with the right to use the name of the undersigned whenever and wherever the Bank may deem it to be necessary or expedient.

11. In this Assignment, any word importing the singular number shall include the plural, and without restricting the generality of the foregoing, where there is more than one undersigned any reference to the undersigned refers to each and every one of the undersigned, and any word importing a person shall include a corporation, partnership and any other entity.
12. If this Assignment is executed by more than one party, the liability of each of the undersigned hereunder shall be joint and several with one another.
13. The provisions hereof shall enure to the benefit of the successors and assigns of the Bank and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the undersigned.
14. The parties hereto confirm that they have expressly required that this Agreement and all related documents be drawn up in English. Les parties aux présentes reconnaissent avoir expressement exigé que cette convention et tous les documents qui s'y rapportent soient rédigés en langue anglaise.

Dated as of June 5, 2006.

2SOURCE MANUFACTURING INC.

by:  c.s.

Name: Robert Gregg

Title: President & Secretary

(LoanTransact ID DocName: gen. assign. of book debts (not quebec))

APPENDIX “H”

Postponement Agreement dated July 22, 2014



Postponement Agreement
(with Postponer Corporations)
(with Permitted Payments)

*original received
Aug 7, 2016
CM*

APPENDIX

"H"

TO: HSBC Bank Canada (the "Bank")

RECITALS

- A. 2Source Manufacturing Inc. (the "Debtor") is now or may hereafter become indebted or liable or further indebted or liable to the undersigned (the "Postponer") or to corporations directly or indirectly owned or controlled by the Postponer (collectively, the "Postponer Corporations").
- B. The Postponer has agreed to enter into this Agreement in favour of the Bank.

NOW THEREFORE for value received and intending to be legally bound, the undersigned covenants and agrees as follows:

1. Subject to the provisions of paragraph 5 hereof, any and all present and future indebtedness, obligations and liabilities of any kind, present or future, direct or indirect, absolute or contingent, jointly or severally, of the Debtor to the Postponer and to any Postponer Corporations, whether as principal or surety, together with all expenses (including legal fees on a full indemnification basis) incurred by the Postponer, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Postponer (collectively, the "Postponer Security") in respect of such indebtedness, obligations or liabilities and interest thereon, up to the Required Amount, (collectively, the "Postponer Indebtedness") is and shall hereafter be subject, postponed to all indebtedness, obligations and liabilities of any kind, present or future, direct or indirect, absolute or contingent, jointly or severally, of the Debtor to the Bank, whether as principal or surety, together with all expenses (including legal fees on a full indemnification basis) incurred by the Bank, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Bank in respect of such indebtedness, obligations or liabilities and interest thereon (collectively, the "Lender Indebtedness").
2. In order to effectuate this Agreement:
 - (a) the Postponer assigns, transfers and makes over to the Bank the Postponer Indebtedness and agrees to cause all Postponer Corporations which are now or hereafter become a creditor of the Debtor to assign, transfer and make over to the Bank any and all Postponer Indebtedness which such Postponer Corporations may now or hereafter have against the Debtor;
 - (b) the Postponer subrogates to the Bank and agrees to cause all Postponer Corporations to subrogate to the Bank all of the rights of the Postponer and all Postponer Corporations in respect to the Postponer Indebtedness;

RESTRICTED

- (c) the Postponer authorizes the Bank and agrees to cause all Postponer Corporations to authorize the Bank to collect and receive any dividends or payments which may be payable to the Postponer or such Postponer Corporations in the course of any receivership, bankruptcy, liquidation or winding-up of the Debtor or upon any realization of any Postponer Security; and
 - (d) in the event that the amount of the Lender Indebtedness at such time is not paid in full, the Postponer authorizes the Bank and agrees to cause all Postponer Corporations to authorize the Bank to apply the amount of the dividends or payments so collected by the Bank in payment of the balance of the Lender Indebtedness, with the surplus, if any, to be paid to the Postponer or such Postponer Corporations.
3. The Postponer shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further act, deed, transfer, assignment, assurance, document or instrument as the Bank may reasonably require for the better accomplishing and effectuating of this Agreement and the provisions contained herein, including such measures as may be required to cause Postponer Corporations which now or hereafter hold Postponer Indebtedness to enter into an agreement similar hereto, and every officer of the Bank and each of them is irrevocably appointed attorneys or attorney to execute in the name and on behalf of the Postponer any document or instrument for the said purpose.
4. The Postponer agrees that it will not and agrees to cause all Postponer Corporations not to take any action to collect the Postponer Indebtedness or to realize upon the Debtor's assets or any part thereof, as the case may be, without the prior written consent of the Bank.
5. No Postponer Indebtedness shall be paid or withdrawn without the occurrence of one of the following events:
- (a) the Bank having provided its prior written consent.
 - (b) the Bank having indefeasibly received all amounts due and owing in respect of the Lender Indebtedness.
 - (c) unless on account of a Permitted Payment.

For the purpose of this section, the term "**Permitted Payments**" means all payments or withdrawals on account of Postponer Indebtedness representing:

provided that no such payment or withdrawal shall be made:

- (i) at any time the Debtor is, or that such payment or withdrawal would cause the Debtor to be, in default of any of its covenants or agreements with the Bank; and
- (ii) at no time shall the balance of Postponer Indebtedness remaining after such payment or withdrawal be less than CAD 4,127,786.00 (the "**Required Amount**").

Any payments which may be received by the Postponer or Postponer Corporations from the Debtor or from any third party on account of or otherwise for the benefit of the Debtor in contravention of the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith upon receipt but no such payment shall have the effect of reducing the Lender Indebtedness until the same has been applied in permanent reduction of the Lender Indebtedness.

6. Except with the prior written consent of the Bank, the Postponer shall not assign and will cause any Postponer Corporation not to assign Postponer Indebtedness or any part thereof to any other party or ask for or obtain any negotiable paper or other evidence of the same.
7. If the Debtor is a corporation, no change in the name, objects, capital stock or constitution of the Debtor shall in any way affect the obligations of the Postponer with respect to transactions occurring before or after any such change, and this Agreement shall extend to all debts and liabilities to the Postponer of the person or corporation who or which assumes the obligations of the Debtor in whole or in part in whatsoever manner including, without limitation, by amalgamation with the Debtor.
8. This Agreement shall be binding upon the Postponer and its heirs, executors, administrators, successors and assigns including any successor by reason of amalgamation of or any other change in the Postponer and shall enure to the benefit of the Bank and its successors and assigns. ~~In the event that this Agreement is executed by more than one party, the obligations of each of the undersigned shall be joint and several, but the failure of any other party or parties to sign this or any other agreement with the Bank shall in no way limit or otherwise affect the liability of the undersigned to the Bank.~~ The Bank may assign, transfer and deliver to any transferee any of the Lender Indebtedness or any security, documents or instruments held by the Bank in respect thereof provided that no such assignment, transfer or delivery shall release the Postponer from the covenants and agreements herein contained; and thereafter the Bank shall be fully discharged from all responsibility with respect to the Lender Indebtedness and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Bank under such security, documents or instruments but the Bank shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered.
9. This Agreement is in addition to all, and not in substitution for or merged in any, other agreement, security, document and instrument now or hereafter held by the Bank.
10. This Agreement shall be construed in accordance with and be governed by the laws of the Province of Ontario and the federal laws applicable therein and for the purpose of legal proceedings this Agreement shall be deemed to have been made in the said jurisdiction and to be performed there and the courts of that jurisdiction shall have jurisdiction over all disputes which may arise under this Agreement and the Postponer irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the Postponer in the courts of any other province, state, country or jurisdiction.

11. If one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
12. Any notice or statement referred to in this Agreement may be delivered, transmitted by facsimile machine ("fax") or, providing that postal service throughout Canada is fully operative, mailed by ordinary prepaid mail to the Postponer at the address of the Postponer as shown on the books of the Bank and the Postponer shall be deemed to have received such notice or statement on the day of delivery, if delivered on a business day, the business day immediately following the day of delivery, if delivered on a day other than a business day, on the business day following transmission, if transmitted by fax, or three (3) business days after mailing, if mailed.
13. Words importing the singular include the plural and vice versa; and words importing gender shall include all genders.
14. It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Il est la volonté expresse des Parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Dated as of July 22, 2014.

2006905 ONTARIO INC.

By: 

Name: Robert K. Glegg
Title: CEO Chairman

Address:

62 Belair Drive
Oakville, Ontario
L6J 7N1

TO: HSBC Bank Canada (the "Bank")

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of notice in writing of the assignment contained in the foregoing Agreement and agrees to the terms thereof and agrees not to be a party to any negotiable paper representing the indebtedness thereby assigned and not to make any payment to the Postponer or to any Postponer Corporation except as therein provided.

Dated as of July 22, 2014.

2SOURCE MANUFACTURING INC.

By: 

Name: Robert Gregg

Title: President & Secretary

RESTRICTED

**Resolution Authorizing
Postponement Agreement**

**Resolution of Directors of
2006905 Ontario Inc.
(the "Corporation")**

RECITALS

- A. The Corporation has business relations with 2Source Manufacturing Inc. (the "Debtor"), and the directors of the Corporation are of the opinion that it is in the interest of the Corporation to enter into a postponement agreement with HSBC Bank Canada (the "Bank") with respect to the indebtedness of the Debtor to the Corporation.

RESOLVED THAT:

1. The Corporation enter into, execute and deliver to the Bank a postponement agreement relating to the present and future indebtedness and liability of the Debtor to the Corporation, substantially in the form and containing the terms and conditions of the draft document presented to the directors of the Corporation, subject to such alterations, amendments or additions to which any officer or director of the Corporation may agree.
2. The execution by any officer or director of the Corporation of the said postponement agreement shall be conclusive proof of his/her agreement to any amendments or additions incorporated therein.
3. Any officer or director of the Corporation be and each of them is authorized to execute and deliver the said postponement agreement on behalf of the Corporation and each director and officer of the Corporation is authorized to execute all such other documents and writings and do such acts and things as may be necessary for fulfilling the Corporation's obligations under the said postponement agreement.

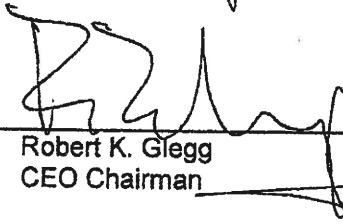
The undersigned, being the CEO Chairman of 2006905 Ontario Inc. (the "Corporation"), certifies that:

1. The foregoing is a true and complete copy of a resolution duly enacted by the board of directors of the Corporation, in accordance with the by-laws of the Corporation and all applicable statutes, and that the said resolution remains in full force and effect unamended on the date of this resolution.

RESTRICTED

2. The postponement agreement delivered to HSBC Bank Canada with this resolution is in the form of the draft postponement agreement referred to in the said resolution and has been duly and properly executed by the proper officers of the Corporation under its corporate seal pursuant to the said resolution.

Dated as of July 22, 2014.



Name: Robert K. Gregg
Title: CEO Chairman

APPENDIX “I”
Interim Statement of Receipts and Disbursements
for the period January 23 to March 17, 2017

APPENDIX "I"

2Source Manufacturing Inc.
Interim Statement of Receipts and Disbursements
For the Period January 23, 2017 to March 17, 2017

Receipts

Sale of inventory	278,807
Collection of accounts receivable	278,111
Deposit re: Chai Offer	250,000
Receiver's Certificates	70,000
HST Collected	5,808
Miscellaneous Refunds	653
	<hr/>
	883,378

Disbursements

Independent contractor services	98,693
Rent	33,053
Insurance	26,285
IT services	23,575
Legal fees	22,635
Sales taxes paid	12,264
Operating expenses	9,013
Payroll services	1,897
Mail redirection	251
Bank charges	151
Filing fees	70
	<hr/>
	227,888

Net surplus of receipts less disbursements

655,490

APPENDIX “J”
Affidavit of Hartley Bricks of Deloitte Restructuring Inc.
sworn March 8, 2017

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

2SOURCE MANUFACTURING INC.

Respondent

AFFIDAVIT OF HARTLEY M. BRICKS
(Sworn March 8, 2017)

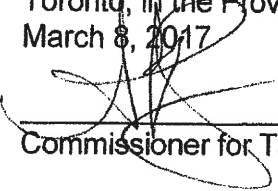
I, **Hartley M. Bricks** of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a Senior Vice-President of Deloitte Restructuring Inc., the court appointed receiver (the "**Receiver**") of the assets, undertakings and properties of 2Source Manufacturing Inc. ("**2Source**"). As such, I have personal knowledge of the matters to which I hereinafter refer.
2. Attached hereto as **Exhibit "A"** is a summary of the accounts issued by the Receiver of 2Source for services rendered during the period up to February 28, 2017 (the "**Period**").
3. Attached hereto as **Exhibit "B"** are true copies of the accounts of the Receiver with respect to 2Source for the Period, including a detailed description of the activities, number of hours worked, applicable hourly rates, and totals. The Receiver's average hourly rate charged over the Period is approximately \$298. I confirm that these accounts accurately reflect the services provided by the Receiver in this proceeding for the Period.

4. Based on my review of the accounts referred to herein and my personal knowledge of this matter, the accounts referred to herein represent a fair and accurate description of the services provided and the amounts charged by the Receiver.

5. I swear this affidavit in support of the Receiver's Motion for, among other things, approval of its fees and disbursements and for no other or improper purpose.

SWORN before me at the City of
Toronto, in the Province of Ontario, on
March 8, 2017



Commissioner for Taking Affidavits

*Anna Koronoss, a Commissioner, etc.,
Province of Ontario
for Deloitte Restructuring Inc.,
Licensed Insolvency Trustee,
Expires June 3, 2019.*

)
)
)
)



HARTLEY M. BRICKS

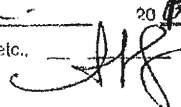
This is Exhibit A re:
in the Affidavit of Harley Bricks
Sworn before me this 8th day of
March 20 17
A Commissioner, etc., 

Exhibit "A"

**Summary of Invoices Issued by the Receiver for
2Source Manufacturing Inc.**

Anna Koronsos, a Commissioner, etc.,
Province of Ontario
for Deloitte Restructuring Inc.,
Licensed Insolvency Trustee,
Expires June 3, 2019.

<u>Invoice Date</u>	<u>Invoice Period</u>	<u>Amount of Invoice (including HST)</u>
15-Feb-17	January 11 to 31, 2017	107,080.78
8-Mar-17	February 1 to 28, 2017	<u>186,539.46</u>
		<u>\$ 293,620.24</u>



Deloitte LLP
 Bay Adelaide East
 22 Adelaide Street West
 Suite 200
 Toronto ON M5H 0A9
 Canada

This is Exhibit 8
 in the Affidavit of Hartley Bricks
 sworn before me this 8th day of
 March 2017

Anna Koronis, a Commissioner, etc.,
 Province of Ontario
 Tel: 416-601-6156
 Fax: 416-601-6157
 www.deloitte.ca
 Deloitte Restructuring Inc.,
 Licensed Insolvency Trustee,
 Expires June 3, 2019.

Privileged and Confidential
 2Source Manufacturing Inc.
 c/o Deloitte Restructuring Inc., Receiver
 Bay Adelaide Centre
 22 Adelaide Street West, Suite 200
 Toronto, ON M5H 0A9

Date: February 15, 2017
 Invoice No: 4273809
 Client/Mandate No: 752920-1000341
 Billing Partner: Paul Casey
 HST Registration No: 133245290

Invoice #1

For professional services rendered by Deloitte Restructuring Inc. as Court-appointed Receiver of
 2Source Manufacturing Inc. for the period to January 31, 2017.

Date	Professional	Description	Hours
1/11/2017	Casey, Paul	Meeting with S. Wayland and B. Pettit on to discuss the status of the Company and appointment of receiver.	1.0
1/11/2017	Bricks, Hartley	Attend at HSBC with S. Wayland and B. Pettit to discuss 2Source and appointment of receiver.	1.0
1/18/2017	Leung, Warren	Review of 2Source affidavit, discussions with P. Casey and H. Bricks.	2.0
1/19/2017	Casey, Paul	Review draft affidavit and form of order; telephone conversation with S. Wayland; meeting H. Bricks; emails.	1.0
1/19/2017	Bricks, Hartley	Review of draft affidavit and draft order and provide comments to Dentons.	1.0
1/19/2017	Leung, Warren	Engagement management in preparation for appointment, review of revised Affidavit.	1.5
1/19/2017	Farla, Cecilia	Set up new webpage for 2Source on Insolvency website.	0.5
1/20/2017	Casey, Paul	Review draft order and comments to H. Bricks, counsel; execute consent.	0.5
1/20/2017	Bricks, Hartley	Review of draft order, disc. with W. Leung; disc. with J. Salmas re motion materials and timing; correspondence with Dentons re filing matters.	1.0
1/20/2017	Leung, Warren	Review of application materials and disc. comments with H. Bricks	1.0
1/20/2017	Youn, John	Taking possession and engagement checklist review.	1.0

Date	Professional	Description	Hours
1/22/2017	Casey, Paul	Emails regarding responses from R. Glegg counsel.	0.2
1/23/2017	Casey, Paul	Meetings with H. Bricks and team regarding planning; review issued and entered Court Order; emails regarding first day; telephone conversation H. Bricks and team; discussion with D. Wiebe of Dentons.	1.0
1/23/2017	Bricks, Hartley	Review of draft materials; attend at court and discuss order with J. Salmas of Bennett Jones; receivership planning meeting with team; attend at premises, meeting with R. Glegg, meeting with senior management team; tour of premises; meeting with employees; email update to S. Wayland.	6.5
1/23/2017	Leung, Warren	Attend Court regarding Receivership Order; attendance onsite; meeting with senior management regarding receivership plan, take possession and secure premises, respond to vendors, team meeting regarding planning, coordination with IT systems backup.	7.0
1/23/2017	Haghiri, Julie	Attend at Company premises; meeting with management regarding receivership process; Internal discussions in respect of same and receivership plan; file administration.	4.5
1/23/2017	Youn, John	Attend at Company; meeting with management; taking possession meeting and activities.	4.5
1/23/2017	Brown, Rose	Estate and trust banking administration; set up estate on Ascend; upload documents for website posting; with C. Faria with set up of website and URL, prepare letters for opening of HSBC Trust bank Account and liaison with bank.	1.6
1/23/2017	Faria, Cecilia	Set up receivership web page.	0.3
1/24/2017	Bricks, Hartley	Attendance at company; review correspondence from R. Glegg and forward to counsel; meeting with senior management to discuss sale process and interested parties; call with O. Ghafur to set up meeting; discussion with S. Wayland regarding funding; prepare invoice for receivership advances; discussion with I. Kirby regarding Service Star litigation and email regarding same; respond to R. Glegg regarding email usage.	8.0
1/24/2017	Leung, Warren	Attendance onsite; meeting with senior management regarding sales process; respond to vendors and former employees; draft employment contracts; team meeting to discuss receivership plan; review emails to customers; review notice of receiver and supporting financial information; coordinate IT systems backup; coordinate ROE and T4s issuance; discussions with landlord regarding occupancy.	8.5

Date	Professional	Description	Hours
1/24/2017	Casey, Brian	Onsite data collection and interview with IT personnel.	4.0
1/24/2017	Haghiri, Julie	Review payroll documents; responding to emails from professionals regarding ROE and T4s; update company website and voicemail; prepare information request list for CFO; meeting with CFO in respect of same; prepare receivership cost analysis for the bank; review Company Balance Sheet; review Accounts Payable report; review asset appraisal reports; internal update meeting; follow up on insurance documents; draft and prepare insurance letter; review documents regarding Corporate Tax; review property lease agreement; conversation with CFO regarding Utility default notice.	8.8
1/24/2017	Wang, Jessica	Preliminary research on 2Source and preparation for kick off meeting.	0.7
1/24/2017	Brown, Rose	Liaison with Bank regarding account opening and wire instructions.	0.5
1/24/2017	Youn, John	Physical inspection of fixed assets, creating fixed-asset listing.	8.0
1/25/2017	Casey, Paul	Emails H. Bricks regarding status, reporting; telephone conversation with W. Leung regarding post-receivership sales; product liability insurance.	0.8
1/25/2017	Bricks, Hartley	Attendance at Company, discussion with O. Ghafur and J. Wang and meeting with Senior Management regarding company background and materials for sale document; further discussion with O. Ghafur regarding strategy; discussion with S. Wayland regarding FX contracts, discussion with Shan regarding same and respond to S. Wayland; correspondence with R. Glegg regarding access to 2Source email account; discussion with J. Salmas regarding R. Glegg correspondence.	6.5
1/25/2017	Leung, Warren	Attendance onsite; meeting with senior management regarding work in progress; respond to vendors and former employees; team supervision; review notice of receiver; call to insurance broker; calls with customers; coordinate preparation of T4s and ROEs.	6.5
1/25/2017	Ghafur, Mohammed	CF portion of mandate kick off; meeting with Management and facility tour.	5.0
1/25/2017	Casey, Brian	IT backup and support.	2.0
1/25/2017	Wang, Jessica	Kick-off meeting with Management Team; conference room meeting and plant tour.	6.0

Date	Professional	Description	Hours
1/25/2017	Haghiri, Julie	Email correspondence with Bell regarding outstanding amount and termination; draft letter to Bell regarding receivership; prepare notices to utility companies and email correspondence in respect of same; draft notice and email insurance company; phone conversation with A. Mak of Hub International in respect of same; draft letter to CRA regarding new GST account; review insurance documents; draft and prepare Form 87 and finalized the list of creditors; internal discussions in respect of same.	9.0
1/25/2017	Youn, John	Inventory planning, supervision, walkthrough, audit, and count; disc. with C. King re machinery & equipment; prepare contractor letters; respond to questions from former employees re outstanding payroll.	10.0
1/25/2017	Brown, Rose	Banking and prepare employee labels for mailing.	1.0
1/26/2017	Casey, Paul	Review Receiver's S. 245/246 Report; telephone conversation with Crosbie and H. Bricks.	0.6
1/26/2017	Bricks, Hartley	Prepare correspondence to HSBC regarding operating expense funding; review of s. 245 report.	1.2
1/26/2017	Leung, Warren	Attendance onsite; meeting with senior management regarding work in progress and asset realization estimates; respond to vendors and former employees; team supervision; review notice of receiver; call to insurance broker; calls with customers; coordinate preparation of T4s and ROEs.	7.0
1/26/2017	Ghafur, Mohammed	Inquiry return of calls; develop CIM structure.	4.0
1/26/2017	Casey, Brian	On site IT backup and support.	8.0
1/26/2017	Wang, Jesica	Review of purchaser buyer list and prepare CIM.	2.5
1/26/2017	Haghiri, Julie	Review bank accounts and email correspondence with CFO in respect of same; draft notices to secured creditors as per PPSA; email correspondence with professionals in respect of same; file administration; review environmental claim documents; email correspondence with creditors; draft and prepare WEPPA letter and documents; review lease agreements.	8.0
1/26/2017	Youn, John	Inventory count coordination and supervision.	11.0
1/26/2017	Brown, Rose	Prepare wire instructions sheet and review AP creditor listing and prepare labels; prepare Re-direction correspondence to Canada Post.	1.3
1/27/2017	Bryk, Adam	QA review of receiver's notice.	0.4
1/27/2017	Bricks, Hartley	Meeting with R. Glegg to discuss litigation status and unwinding of FX contract; prepare correspondence to R. Glegg regarding unwinding of FX contracts; prepare update for HSBC.	5.9

Date	Professional	Description	Hours
1/27/2017	Leung, Warren	Prepare update for Bank; call to insurance broker, calls with customers, coordinate preparation of T4s and ROEs.	2.0
1/27/2017	Ghafur, Mohammed	CIS drafting and review and discussion of asset schedule summaries.	3.0
1/27/2017	Casey, Brian	Discovery support, backup; verification.	3.0
1/27/2017	Wang, Jesica	Internal CF meeting.	2.0
1/27/2017	Haghiri, Julie	File administration; phone correspondence with utility companies; continue work on WEPPA documents; attend meeting with HR team; work with CFO on vacation accrual; review source deduction documents; correspondence with GT Global regarding lease agreements for telecommunication and software; reviewed T4 document.	8.0
1/27/2017	Youn, John	Inventory count supervision and audit; prepare equipment listing, A/R collection discussion with Amy; payroll preparation and coordination with Amy.	11.5
1/27/2017	Brown, Rose	Contact HSBC to confirm wire received; prepare creditor lists for importing into Ascend; mailing of Notices; copy documents and prepare labels AP and Employee, stuff envelopes and take to mail room; prepare letter and documents for re-direction notices; prepare deposit and take to the bank.	3.5
1/30/2017	Casey, Paul	Review emails from H. Bricks regarding various.	0.1
1/30/2017	Bricks, Hartley	Correspondence with S. Wayland regarding funding; litigation' unwinding of FX contracts; conference call with D. Wiebe and J. Salmas regarding UTAS litigation; draft Confidentiality Agreement; request for Offers and Offer Form and Terms and Conditions of Sale.	7.2
1/30/2017	Leung, Warren	Attendance onsite; meeting with senior management regarding work in progress; respond to vendors and former employees; team supervision; call with T. Wallace and review of ROEs and T4s.	4.5
1/30/2017	Ghafur, Mohammed	Prepare CIS and interested party listing.	6.0
1/30/2017	Wang, Jesica	Drafting and correspondence with Management on CIS, correspondence with Deloitte team.	5.0

Date	Professional	Description	Hours
1/30/2017	Haghiri, Julie	Review and respond to several emails from professionals; discussions regarding share issuance; continue work on WEPPA documents; follow-up with HSBC regarding safety deposit box; review documents related EH Insurance; continue work on secured creditors notices and discussions with professionals in respect of same; review and respond to several email correspondences from vendors.	8.2
1/30/2017	Rekhi, Maninder	Research on interested party listing.	1.0
1/30/2017	Jha, Amit	Research on interested party listing.	4.0
1/30/2017	Brown, Rose	Update Website with Notice and Statement of Receiver; set up bank account in Ascend and Input deposits/wires received, arrange courier pickup and delivery for cheque held in Quebec; prepare expense/contract workers cheques, general administration.	3.5
1/30/2017	Youn, John	Prepare ROEs, inventory count and supervision, collection of laptops and cellphones of former employees and inventory same.	9.0
1/31/2017	Bricks, Hartley	Prepare sale documents; discussion with O. Ghafur regarding sale process; discussion with W. Leung regarding sale process; prepare correspondence to J. Salmas with Sale Process documents.	4.5
1/31/2017	Leung, Warren	Attendance onsite; respond to vendors and former employees, team supervision; call with T. Wallace and review and mailing of ROEs and T4s, prepare estimated realization analysis; coordinate CRA payroll audit.	5.0
1/31/2017	Ghafur, Mohammed	Prepare CIS; discussion with H. Bricks regarding sale process; review of interested purchaser listing.	6.0
1/31/2017	Casey, Brian	Project meetings, meetings; data QC; support.	0.5
1/31/2017	Wang, Jesica	Reviewing interested purchaser list; prepare CIS	6.5
1/31/2017	Haghiri, Julie	Review insurance documents and several discussions with the broker in respect of same; continue work on WEPPA; responding to emails from vendors; review GST/HST filing documents; file administration.	8.0
1/31/2017	Rekhi, Maninder	Research on interested party listing.	0.5
1/31/2017	Kukkal, Jasbir	Research on interested party listing.	2.5
1/31/2017	Youn, John	Prepare ROEs, accumulate photographs of assets for sale process; prepare PPE listing for sale process; inventory count review.	11.0
1/31/2017	Brown, Rose	Trust banking administration; disbursement cheques and take request to Canada Post for regarding direction of mail.	1.9



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2Source Manufacturing Inc.
c/o Deloitte Restructuring Inc., Receiver
Bay Adelaide Centre
22 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

Date: March 8, 2016
Invoice No: 4292291
Client/Mandate No: 752920/1000341
Billing Partner: Paul Casey
HST Registration No: 133245290

Invoice #2

For professional services rendered by Deloitte Restructuring Inc. as Court-appointed Receiver of 2Source Manufacturing Inc. for the period to February 28, 2017.

Date	Professional	Description	Hours
2/1/2017	Bricks, Hartley	Review of CIS and discussion comments with O. Ghafur; correspondence with R. Glegg regarding litigation and J. Salmas regarding same.	3.5
2/1/2017	Ghafur, Ovais	Research on Potential Purchasers and CIS preparation.	8.0
2/1/2017	Leung, Warren	Attendance onsite; respond to vendors and former employees, team supervision, prepare estimated realization analysis.	4.0
2/1/2017	Haghiri, Golnaz	Work on items regarding ongoing operation cost; continue work on WEPPA; review D&O policies and internal discussions in respect of same; respond to several inquiries from vendors and employees; work on vacation accrual; file administration; work on matters related to secured creditors.	8.0
2/1/2017	Wang, Jessica	Drafting and processing changes to the CIS.	5.0
2/1/2017	Youn, John	Inventory taking supervision; coordination with 2Source employees and Deloitte Corporate Finance team for CIS deliverables; HBSC update memo (inventory section); storing 2Source's books of record with Amy and Simar; RRSP; AIDC customer notice of receiver letter verification (AR Letter).	10.0
2/1/2017	Brown, Rose	Estate banking; cheques and deposit; prepare letter; follow up with bank.	2.5
2/2/2017	Casey, Paul	Emails regarding UTAS litigation.	0.1
2/2/2017	Bricks, Hartley	Attendance at company for meeting with senior management to discuss CIS and sale process; correspondence concerning UTAS litigation.	6.0

Remittance Information on last page

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

2Source Manufacturing Inc.

Invoice No. 2

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Date	Professional	Description	Hours
2/2/2017	Ghafur, Ovais	Research on Potential Purchasers and CIS preparation.	9.0
2/2/2017	Leung, Warren	Attendance onsite; respond to vendors and former employees, calls with customers, team supervision.	3.0
2/2/2017	Wang, Jesica	Meeting on site with former 2Source senior management to review and revise CIS package	8.3
2/2/2017	Haghiri, Golnaz	Finalize WEPPA packages; several discussions with Service Canada in respect of same; review and respond to emails from professionals.	4.0
2/2/2017	Youn, John	Inventory supervision; coordination with 2Source employees and Deloitte Corporate Finance team for CIS deliverables; HSBC update memo regarding inventory section; storing 2Sources' books of record with Amy and Simar; RRSP; AIDC customer notice of receiver letter verification.	10.0
2/2/2017	Brown, Rose	Estate banking administration; prepare disbursement cheques, review wire and input into Ascend. Deposit US bank draft.	2.5
2/3/2017	Bricks, Hartley	Prepare estimated realizations analysis; discussion with W. Leung regarding status of various matters; discussion with J. Haghiri regarding insurance; discussion with O. Ghafur regarding data room; correspondence with R. Clegg regarding litigation and D&O insurance.	4.0
2/3/2017	Ghafur, Ovais	Research on Potential Purchasers and CIS preparation.	5.0
2/3/2017	Leung, Warren	Respond to vendors and former employees, calls with customers, team supervision, review of WEPPA applications.	2.5
2/3/2017	Haghiri, Golnaz	File administration; review and revise WEPPA for eligible employee; responding to inquiries from vendors and employees; several discussions regarding D&O insurance; work on RRSP and discussions with related parties in respect of same.	8.0
2/3/2017	Wang, Jesica	CIS preparation.	6.5
2/3/2017	Youn, John	ROE adjustments and coordinate with Amy and Tamara for amended returns; respond to former employee questions; inventory supervision; laptop collection and update listing; authorize and restrict access to 2Source; physical assets count; prepare raw material listing for Deloitte Corporate Finance team.	9.0
2/3/2017	Brown, Rose	Prepare Affidavit of Mailing and have signed and save on Q Drive; review online banking report of any new deposit; prepare deposit and take to the bank.	1.1
2/4/2017	Wang, Jesica	Engagement management; virtual data site communication.	1.5
2/6/2017	Casey, Paul	Discussion with H. Bricks re status; email regarding CIS documents.	0.1
2/6/2017	Bricks, Hartley	Review and provide comments on CIS; discussion with J. Salmas regarding comments on documents and review of same; finalize Request for Offer documents; discussion with F. Haydar of Elliott Machinery regarding assets to be included in sale process; review of Teaser document and send comments to O. Ghafur.	5.0
2/6/2017	Ghafur, Ovais	Prepare CIS and Purchaser List.	6.0
2/6/2017	Leung, Warren	Attendance onsite; respond to vendors and former employees, calls with customers, team supervision.	3.5
2/6/2017	Koroneos, Anna	Discussion with Teresa of CRA on HST audit; email to team to coordinate audit.	0.2

Date	Professional	Description	Hours
2/6/2017	Haghiri, Golnaz	Finalize amendments on letters and prepare WEPPA packages; internal discussions in respect of same; phone conversation with secured creditor and review emails in respect of same; phone conversation with CRA regarding audit; several email correspondence with CFO in respect of same; respond to emails from employees.	6.3
2/6/2017	Wang, Jesica	Finalize CIS changes and inventory listing and machinery & equipment changes, finalize Teaser and process changes.	6.0
2/6/2017	Youn, John	WEPPA; ROE question clarification with former employees; supervision; collection of former employee phone numbers and laptops.	8.0
2/6/2017	Brown, Rose	Trust banking administration; disbursement cheques; AP and contract workers.	1.5
2/7/2017	Bricks, Hartley	Finalize Request for Offer documents and forward to O. Ghafur and J. Wang for posting on virtual data room	4.0
2/7/2017	Ghafur, Ovals	CIM and Teaser finalization. Data room design and review of all documents to be posted to data room.	8.0
2/7/2017	Leung, Warren	Review WEPPA packages; review amended ROEs, call with CRA regarding employee complaint; audit team supervision.	2.0
2/7/2017	Wang, Jesica	Finalize CIS Appendices; Internal coordination and Reviewing IT Equipment Appendix.	6.8
2/7/2017	Haghiri, Golnaz	Review emails regarding document retention; review contracts in respect of same; respond to vendor inquiries. Internal discussion regarding equipment listing.	3.5
2/7/2017	Youn, John	Former employee ROE discrepancy correspondence; Gerdau scarp pick up arrangement and supervision; Cisco IT equipment lease vs. owned identification; correspond with Deloitte Corporate Finance team re asset listing questions; WEPPA package; Iron Mountain document filing.	8.0
2/8/2017	Bricks, Hartley	Telephone calls to various liquidators and follow up correspondence with Teaser document and Confidentially Agreement; discussion with O. Ghafur regarding CIS and sale process.	4.2
2/8/2017	Ghafur, Ovals	Contact interested parties, provide Teaser and NDA and respond to inquiries and questions.	9.0
2/8/2017	Leung, Warren	Attendance onsite; respond to vendors and former employees; calls with customers; team supervision.	2.0
2/8/2017	Wang, Jesica	Data site management, executing NDAs, CIS and internal discussions on next steps and marketing efforts.	4.0
2/8/2017	Haghiri, Golnaz	Respond to inquiries from vendors and employees; draft email to counsel regarding secured creditors.	1.1
2/8/2017	Youn, John	Aviation report; meeting with management; contacting Purelfe; notice of receivership; Ford E25; Gerdau supervision; former employee ROE issue correspondence; Inventory question and correspondence with Deloitte Corporate Finance team; supervision of former 2Source employees.	8.0
2/8/2017	Brown, Rose	Trust banking administration; review account; input wire; prepare and deliver deposit to bank.	1.3

Date	Professional	Description	Hours
2/9/2017	Bricks, Hartley	Review of correspondence from R. Glegg and forward to Dentons; correspondence to Dentons regarding accounts receivable; prepare correspondence to HSBC regarding sale process; review and execute CAs.	1.5
2/9/2017	Ghafur, Ovals	Contact interested parties, provide Teaser and NDA and respond to inquiries and questions.	8.0
2/9/2017	Leung, Warren	Respond to vendors and former employees, calls with customers, team supervision.	1.5
2/9/2017	Haghiri, Golnaz	Client site visit; attend meeting with CRA; compile and gather documents and information requested by CRA; respond to several inquiries from vendors; meeting with CFO regarding audit documents; meeting with E. Dean regarding several vendors and document retention; review counsel's opinion regarding priority and validity of secured lenders.	8.1
2/9/2017	Wang, Jesica	Marketing process: Coordinating on-site inspections by liquidators and strategic buyers, adding parties to the data site, sharing counter executed CIS and NDA.	5.0
2/9/2017	Brown, Rose	Trust banking administration; disbursement cheques; check wires.	1.5
2/10/2017	Bricks, Hartley	Discussion with J. Salmas regarding various issues; discussion with O. Ghafur regarding status of sales process; respond to inquiries from liquidators.	2.2
2/10/2017	Leung, Warren	Attendance Onsite: respond to vendors and former employees; calls with customers; team supervision.	2.5
2/10/2017	Ghafur, Ovals	Responding to inquiries and correspondence with interested parties.	1.5
2/10/2017	Casey, Brian	Data consolidation.	1.0
2/13/2017	Casey, Paul	Meeting with H. Bricks regarding RFP process; emails; account correspondence.	0.8
2/13/2017	Bricks, Hartley	Discussion with P. Casey regarding status and Request for Offer process; review and execute CA from a liquidator; correspondence with O. Ghafur regarding status.	1.0
2/13/2017	Ghafur, Ovals	Calls to buyers and responding to questions.	3.0
2/13/2017	Leung, Warren	On-site Attendance: Team supervision; correspondence with liquidators on-site, calls with customers and vendors.	3.0
2/13/2017	Haghiri, Golnaz	Respond to employee inquiries; work on WEPP applications and phone correspondence with Service Canada in respect of same; email correspondence with HR regarding shift premiums; email correspondence with secured creditor; internal discussion regarding several matters; email correspondence with counsel regarding security registration.	4.5
2/13/2017	Wang, Jesica	Coordinate and attend on site tour with an interested party.	4.0
2/13/2017	Youn, John	Inventory listing supervision; asset listing audit; Iron Mountain document filing; corresponding with former employee questions relation to ROE, T4 and WEPPA; 2Source payroll; coordination with vending machine sales manager for pick up; coordination with scrap purchaser to schedule for pick up; Ford vehicle ownership and O/S balance clarification with Shan and Simar; ROE amendments and meeting with management for next week staffing.	8.0

Date	Professional	Description	Hours
2/13/2017	Brown, Rose	Trust banking administration.	0.9
2/14/2017	Casey, Paul	Meeting with H. Bricks to discuss ELV.	1.0
2/14/2017	Bricks, Hartley	Discuss estimate liquidation value analysis with P. Casey, update and forward to HSBC; correspondence concerning A/R and collections; correspondence with Insurance counsel.	5.5
2/14/2017	Leung, Warren	On-site Attendance: liaise onsite inspection from liquidator and landlord; calls with customers and vendors regarding receivership; team supervision.	3.5
2/14/2017	Ghafur, Ovals	Calls to/from Interested parties and respond to questions.	3.0
2/14/2017	Wang, Jesica	Coordinate and attend an onsite tour time with an Interested party.	2.0
2/14/2017	Haghiri, Golnaz	Respond to employee inquiries; work on WEPP applications and organize RTS mail.	1.1
2/14/2017	Youn, John	ROE adjustments; inventory supervision; correspondence with Deloitte Corporate Finance team.	3.0
2/14/2017	Brown, Rose	Trust banking administration.	0.3
2/15/2017	Bricks, Hartley	Discussion with Ovals regarding status; correspondence with S. Wayland regarding extension of offer deadline; discussion with liquidator regarding process; discussion with W. Leung regarding quality control documentation and review of correspondence regarding same.	1.8
2/15/2017	Ghafur, Ovals	Calls to buyers and responding to inquiries.	4.0
2/15/2017	Leung, Warren	Attendance onsite; meeting with Sumitomo regarding sale and shipment of inventory.	1.0
2/15/2017	Haghiri, Golnaz	Respond to employee inquiries; work on WEPP applications and phone correspondence; status update meeting; correspondence with HSBC regarding safety deposit box; attend meeting with customer; draft email to customer regarding inventory purchase; review several emails from professionals; discussions regarding documents retention pertaining several customers; coordination with Purelife and Cintas.	8.2
2/15/2017	Wang, Jesica	Responses to questions raised by interested parties.	1.0
2/15/2017	Youn, John	Status update; ROE Q&A; aviation Q&A; supervision; IT completeness; Purelife pick up.	8.0
2/15/2017	Brown, Rose	Trust banking administration.	0.4
2/16/2017	Ghafur, Ovals	Meetings at 2Source re management forecasts; calls to interested parties.	8.0
2/16/2017	Leung, Warren	Discussion with team regarding a sales order and documentation retention requirement.	2.0
2/16/2017	Haghiri, Golnaz	Attend meeting regarding forecast and sales process; respond to inquiries from employees regarding WEPP; update WEPP application; review forecast documents from CFO; attend meeting with CRA regarding Audit; email correspondence with team in respect of same; review and update account receivable; respond to several inquiries from VP Operations.	8.8
2/16/2017	Wang, Jesica	Attend meeting with former management regarding sales forecast; review and share with interested parties.	3.5

Date	Professional	Description	Hours
2/16/2017	Youn, John	IT completeness testing; Internal meeting regarding sale process with Shan, Eric, Catherine and Deloitte Corporate Finance; ROE Q&A with Service Canada; snow removal service; supervision; review forecast financial from CFO.	9.0
2/17/2017	Leung, Warren	Correspondence with J. Haghirli regarding 3rd party property; vendors and customers inquiries.	0.5
2/17/2017	Haghirli, Golnaz	Work with VP Operations on sale of Inventory and several on-going matters; respond to several customers; respond to emails from employees; review GL and work on account receivable; review several emails from professionals.	8.0
2/17/2017	Wang, Jesica	Respond to questions from strategic parties and liquidators; scheduling site visits meeting, NDAs, CISs, sharing data site access and scheduling meetings.	6.0
2/17/2017	Youn, John	A/R aging update; liquidator walk-through; answering questions; ROE question; supervision; WEPPA conference call set-up; supervision for a sales order; payroll.	10.0
2/21/2017	Bricks, Hartley	Review and execute disbursements; review and respond to correspondence from J. Haghirli regarding insurer questions.	1.0
2/21/2017	Ghafur, Ovals	Follow up with purchasers.	3.0
2/21/2017	Haghirli, Golnaz	Attend meeting with CRA and CFO; review and respond to emails from professionals; work on new sale; work on employee matters; call with HR; file administration. Internal discussions regarding sales process.	8.2
2/21/2017	Youn, John	Liquidator walk through; compilation of inventory and machining list; WEPPA questions answered from former employees; Service Canada questions regarding former employee ROE; WEPPA Proof of Claim; A/R; discussion with Deloitte Corporate Finance Team.	10.0
2/21/2017	Brown, Rose	Banking administration.	1.4
2/22/2017	Ghafur, Ovals	Follow up with parties on their level of interest.	3.0
2/22/2017	Leung, Warren	Call with J. Haghirli regarding a customer issue and other issues; emails to vendors and customers.	2.0
2/22/2017	Haghirli, Golnaz	Work on a customer order and respond to several email correspondences in respect of same; work on sale of inventory; review emails regarding NDT room; review bank accounts; work on A/R summary; respond to employee and vender inquiries; call with HR representative; review and organize mail; discussion regarding document retention.	8.3
2/22/2017	Wang, Jesica	Respond to inquiries from interested parties.	2.0
2/22/2017	Youn, John	NDT room completeness and accuracy check; supervision and question to Eric; updates in A/R based on wire payments received; inventory discussion; A/R demand letter. Investigations, and master schedule creation.	9.0
2/22/2017	Brown, Rose	Banking administration.	0.3
2/23/2017	Ghafur, Ovals	Attend meetings with interested parties at the premises.	6.0
2/23/2017	Leung, Warren	Call with J. Haghirli regarding a customer order, call with counsel and team regarding document retention, customer and vendor emails.	1.5

Date	Professional	Description	Hours
2/23/2017	Koroneos, Anna	Review of email from Wells Fargo and forward.	0.1
2/23/2017	Haghlri, Golnaz	Work on a customer order and respond to several correspondences in respect of same; work on sale of inventory; several correspondence with HSBC; attend meeting with management regarding D&O insurance and WEPP; work on document retention matter; review AR summary.	9.0
2/23/2017	Wang, Jesica	Attend on site for meetings with interested parties.	5.0
2/23/2017	Youn, John	A/R demand letter; coordination of liquidation tour with a liquidator; A/R master schedule completion; respond questions from an interest party on site; disputed invoice listing; collection of cash receipts.	9.0
2/23/2017	Brown, Rose	Banking administration.	0.5
2/24/2017	Bricks, Hartley	Discussion with J. Haghlri regarding A/R insurance.	0.5
2/24/2017	Haghlri, Golnaz	Work on sale to a customer; several correspondences with professionals in respect of same; attend conference call with J. Salmas; review A/R documents; review updated inventory listings; update WIP document; review and respond to several emails from professionals in respect of new sale; work on document retention issue; meet with E. Dean.	9.5
2/24/2017	Wang, Jesica	Inventory revisions and internal communication.	1.5
2/24/2017	Youn, John	Inventory update for FG and RM; questions answered from Deloitte Corporate Finance team; new sale A/R collection; WEPPA questions; Iron Mountain; A/R foreign exchange translation.	10.0
2/24/2017	Brown, Rose	Banking administration.	0.4
2/25/2017	Youn, John	Payroll; A/R preparation for week six.	4.5
2/27/2017	Casey, Paul	Briefing with H. Bricks regarding offers, etc.	0.2
2/27/2017	Bricks, Hartley	Correspondence concerning UTAS stamps and outstanding A/R; discussion with a number of interested parties; update discussion with P. Casey	3.5
2/27/2017	Ghafur, Ovals	Follow up and communication to interested parties.	6.0
2/27/2017	Haghlri, Golnaz	Respond to inquiries from employees and trades; continue work on updating inventory listing; review payroll; review and organize mail; several internal correspondence regarding sales process; continue work on A/R collection and correspondence with professionals in respect of same; correspondence with Wells Fargo regarding lease; discussion with CRA regarding GST/HST.	8.7
2/27/2017	Wang, Jesica	Tour with an interested party and further communication with other interested parties; internal discussions and engagement management.	5.0
2/27/2017	Youn, John	AR questions answered; create schedule of A/P created; IM documentation; audit of cash receipts; inventory update; updated team on receivership sales detail.	8.0
2/27/2017	Brown, Rose	Banking administration.	0.5
2/28/2017	Casey, Paul	Review update regarding sale process.	0.1
2/28/2017	Bricks, Hartley	Various discussion with liquidators to clarify their offer terms and prepare analysis of same; discussion with O. Ghafur regarding strategic offers; prepare correspondence to HSBC regarding status of offers.	5.0
2/28/2017	Ghafur, Ovals	Follow ups and communication to interested parties.	7.0

2Source Manufacturing Inc.
Invoice No. 2
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Date	Professional	Description	Hours
2/28/2017	Haghiri, Golnaz	Respond to inquiries from employees and trades; continue work on reconciling inventory listing; correspondence with a party regarding their inventory purchase; continue internal correspondences regarding sales process; continue work on A/R collections.	9.0
2/28/2017	Wang, Jesica	Communication with former management regarding inventory, specific items and responding to inquiries raised by a potential purchaser.	1.5
2/28/2017	Youn, John	Disputed invoices explanation from former management; sales value and cost update; A/R demand letters sent via email; respond to questions from A/R accounts regarding demand letters; reconcile GL; Cintas supervision.	8.5
2/28/2017	Brown, Rose	Banking administration.	1.6

Summary of Fees

Professionals	Position	Rate	Hours	Amount
Casey, Paul	Partner	\$600	2.3	\$ 1,380.00
Bricks, Hartley	Director	\$500	48.7	24,350.00
Leung, Warren	Senior Manager	\$450	34.5	15,525.00
Ghafur, Ovais	Senior Manager	\$450	97.5	43,875.00
Anna Koroneos	Senior Manager	\$450	0.3	135.00
Casey, Brian	Manager	\$375	1.0	375.00
Wang, Jessica	Senior	\$275	78.1	21,477.50
Haghiri, Golnaz	Senior	\$275	129.0	35,475.00
Youn, John	Analyst	\$125	158.0	19,750.00
Brown, Rose M	Administrator	\$100	17.5	1,750.00
			566.9	\$164,092.50
Add: Out-of-pocket costs for in-town transportation, staff expenses, postage and delivery, searches, storage drive, printing				986.67
Total Fees and disbursements				\$165,079.17
HST on fees and disbursements @ 13%				21,460.29
Total Payable				(CAD) \$186,539.46

CONFIDENTIAL APPENDIX “A”
Confidential Information Summary dated February
2017

CONFIDENTIAL APPENDIX “B”
Receiver’s Comparison of Offers

CONFIDENTIAL APPENDIX “C”
Unredacted version of the Asset Purchase Agreement

CONFIDENTIAL APPENDIX “D”
UTAS Litigation Arrangement

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

HSBC BANK CANADA

Applicant

-and-

2SOURCE MANUFACTURING INC.

Respondent

ONTARIO

SUPERIOR COURT OF JUSTICE

Commercial List

Proceeding commenced at TORONTO

FIRST REPORT OF THE RECEIVER

Dated March 23, 2017

THORNTON GROUT FINNIGAN LLP

100 Wellington Street West

Suite 3200

Toronto, ON M5K 1K7

Fax: 416-304-1313

D.J. Miller (LSUC #34393P)

Tel: 416-304-0559

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Tel: 416-304-0060

Email: lwilliams@tgf.ca

Counsel to Deloitte Restructuring Inc.

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) FRIDAY, THE 31st
)
JUSTICE) DAY OF MARCH, 2017
)

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

2SOURCE MANUFACTURING INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of 2Source Manufacturing Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement dated March 16, 2017 (the "**APA**") between the Receiver and Daniel Chai, in trust for a company to be incorporated ("**Chai**"), as assigned by Chai to AlliedOne Industrial Inc. pursuant to an assignment and assumption agreement to be executed among the Receiver and AlliedOne Industrial Inc. (the "**Purchaser**") and appended to the Report of the Receiver dated March 23, 2017 (the "**First Report**"), and vesting in and to the Purchaser the Debtor's right, title and interest in and to the

assets detailed in the APA (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report and on hearing the submissions of counsel for the Receiver, the Applicant and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and indicated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the APA by the Receiver is hereby ratified. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the APA shall vest absolutely in and to the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Hainey dated January 23, 2017; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances listed on Schedule "B" hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged against the Purchased Assets.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, under the *Bankruptcy and*

Insolvency Act (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. **THIS COURT ORDERS** that the Receiver is hereby authorized, *nunc pro tunc*, to redact from the version of the First Report served on any party other than this Court: (a) the commercially sensitive information contained therein and attached as Confidential Appendices “A”, “B”, and “D”; and (b) the unredacted version of the APA, attached as Confidential Appendix “C”.

10. **THIS COURT ORDERS** that the unredacted version of the First Report, including Confidential Appendices “A”, “B”, and “C”, filed with this Honourable Court, be sealed from the public record until the closing of the Transaction, or further order of this Court.

11. **THIS COURT ORDERS** that Confidential Appendix “D”, filed with this Court, be sealed from the public record pending further order of this Court.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of 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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-17-11672-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
JUSTICE)
)

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

2SOURCE MANUFACTURING INC.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Hailey of the Ontario Superior Court of Justice (the “**Court**”) dated January 23, 2017, Deloitte Restructuring Inc. was appointed as the receiver (the “**Receiver**”) of the assets, undertakings and properties of 2Source Manufacturing Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated March 31, 2017, the Court approved the asset purchase agreement made as of March 16, 2007 (the "**APA**") between the Receiver and Daniel Chai, in trust for a company to be incorporated ("**Chai**") as assigned by Chai to [●] (the "**Purchaser**") and provided for the vesting in and to the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 5 of the APA have been satisfied or waived or otherwise agreed to be dealt with on a post-Closing Date basis by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the APA;
2. The conditions to Closing as set out in section 5 of the APA have been satisfied, waived, or otherwise agreed to be dealt with on a post-Closing basis by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Deloitte Restructuring Inc., in its capacity as
Receiver of the assets, properties and
undertakings of 2Source Manufacturing Inc.,
and not in its personal or corporate capacity**

Per: _____
Name:

Title:

Schedule B – Permitted Encumbrances

1. Personal Property Security Act financing statement in favour of Roynat Inc. having Reference File No. 698399001 and Registration No. 20140728 1525 1902 7234.

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

HSBC BANK CANADA

Applicant

-and-

2SOURCE MANUFACTURING INC.

Respondent

ONTARIO

**SUPERIOR COURT OF JUSTICE
Commercial List**

Proceeding commenced at TORONTO

**APPROVAL AND VESTING ORDER
(March 31, 2017)**

THORNTON GROUT FINNIGAN LLP

100 Wellington Street West
Suite 3200

Toronto, ON M5K 1K7

Fax: 416-304-1313

D.J. Miller (LSUC #34393P)

Tel: 416-304-0559

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Leanne M. Williams (LSUC #41877E)

Tel: 416-304-0060

Email: lwilliams@tgf.ca

Counsel to Deloitte Restructuring Inc.

Court File No. ~~CV-17-11672-00CL~~

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) ~~WEEKDAY~~ FRIDAY, THE #31st
JUSTICE)
DAY OF ~~MONTH~~ MARCH, ~~20YR~~ 2017

~~BETWEEN:-~~

~~PLAINTIFF~~

~~Plaintiff~~

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND*
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

2SOURCE MANUFACTURING INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ Deloitte Restructuring Inc. in
its capacity as the Court-appointed receiver (the ~~"Receiver"~~) of the ~~undertaking, property and~~

~~assets of [DEBTOR] (the “assets, undertakings and properties of 2Source Manufacturing Inc. (the “Debtor”))~~ for an order approving the sale transaction (the ~~“Transaction”~~) contemplated by an ~~agreement of asset purchase and sale~~ agreement dated March 16, 2017 (the ~~“Sale Agreement”~~ “APA”) between the Receiver and ~~[NAME OF PURCHASER] (the “Purchaser”)~~ dated [DATE] Daniel Chai, in trust for a company to be incorporated (“Chai”), as assigned by Chai to AlliedOne Industrial Inc. pursuant to an assignment and assumption agreement to be executed among the Receiver and AlliedOne Industrial Inc. (the “Purchaser”) and appended to the Report of the Receiver dated ~~[DATE]~~ March 23, 2017 (the ~~“First Report”~~), and vesting in and to the Purchaser the Debtor’s right, title and interest in and to the assets ~~described~~ detailed in the ~~Sale Agreement~~ APA (the ~~“Purchased Assets”~~), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~ the Applicant and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed¹:

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

2. **THIS COURT ORDERS AND DECLARES that the** Transaction is hereby approved,² and the execution of the ~~Sale Agreement~~ APA by the Receiver³ is hereby ~~authorized and approved, with such minor amendments as the Receiver may deem necessary~~ ratified. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

¹ ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

² ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³ ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the ~~Sale Agreement [and listed on Schedule B hereto]~~⁴ APA shall vest absolutely in and to the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] Hainey dated [DATE]; January 23, 2017; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto (all of which are~~ collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, ~~easements and restrictive covenants~~ listed on Schedule ~~D~~ "B" hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged ~~as~~ against the Purchased Assets.

4. ~~3. THIS COURT ORDERS~~ that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act]~~⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property ~~all of the Claims listed in Schedule C hereto.~~ **THIS COURT ORDERS** that for

⁴ To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

⁵ The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the ~~Canada~~ *Personal Information Protection and Electronic Documents Act* (Canada), the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, ~~including personal information of those employees listed on Schedule "●" to the Sale Agreement~~. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

⁷ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

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

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. **THIS COURT ORDERS** that the Receiver is hereby authorized, *nunc pro tunc*, to redact from the version of the First Report served on any party other than this Court: (a) the commercially sensitive information contained therein and attached as Confidential Appendices “A”, “B”, and “D”; and (b) the unredacted version of the APA, attached as Confidential Appendix “C”.

10. **THIS COURT ORDERS** that the unredacted version of the First Report, including Confidential Appendices “A”, “B”, and “C”, filed with this Honourable Court, be sealed from the public record until the closing of the Transaction, or further order of this Court.

11. **THIS COURT ORDERS** that Confidential Appendix “D”, filed with this Court, be sealed from the public record pending further order of this Court.

12. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of 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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-17-11672-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE _____
JUSTICE _____

)
)
)

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND*
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

~~BETWEEN~~

BETWEEN:

~~PLAINTIFF~~

Plaintiff

HSBC BANK CANADA

Applicant

- and -

~~DEFENDANT~~

Defendant

2SOURCE MANUFACTURING INC.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Hainey of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ January 23, 2017, Deloitte Restructuring Inc. was appointed as the receiver (the "Receiver") of the ~~undertaking, property and assets of [DEBTOR]~~ assets, undertakings and properties of 2Source Manufacturing Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated ~~[DATE]~~ March 31, 2017, the Court approved the asset purchase agreement ~~of purchase and sale~~ made as of ~~[DATE OF AGREEMENT]~~ March 16, 2007 (the "~~Sale Agreement~~" "APA") between the Receiver ~~[Debtor] and [NAME OF PURCHASER]~~ (the "and Daniel Chai, in trust for a company to be incorporated ("Chai") as assigned by Chai to [●] (the "Purchaser")") and provided for the vesting in and to the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section ~~4~~ 5 of the ~~Sale Agreement~~ APA have been satisfied or waived or otherwise agreed to be dealt with on a post-Closing Date basis by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the ~~Sale Agreement~~ APA;
2. The conditions to Closing as set out in section ~~4~~ 5 of the ~~Sale Agreement~~ APA have been satisfied ~~or~~, waived, or otherwise agreed to be dealt with on a post-Closing basis by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

~~{NAME OF RECEIVER}~~ Deloitte
Restructuring Inc., in its capacity as Receiver
of the ~~undertaking, property and assets of~~
~~{DEBTOR}~~ assets, properties and
undertakings of 2Source Manufacturing Inc.,
and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule B – ~~Purchased Assets~~ Permitted Encumbrances

1. Personal Property Security Act financing statement in favour of Roynat Inc. having Reference File No. 698399001 and Registration No. 20140728 1525 1902 7234.
-

~~Schedule C—Claims to be deleted and expunged from title to Real Property~~

**Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

<u>APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED</u>	
<u>HSBC BANK CANADA</u> Applicant	<u>2SOURCE MANUFACTURING INC.</u> Respondent
<u>-and-</u>	
<u>ONTARIO</u> <u>SUPERIOR COURT OF JUSTICE</u> <u>(unaffected by the Vesting Order Commercial List)</u> <u>Proceeding commenced at TORONTO</u>	
<u>APPROVAL AND VESTING ORDER</u> <u>(March 31, 2017)</u>	
<u>THORNTON GROUT FINNIGAN LLP</u> <u>100 Wellington Street West</u> <u>Suite 3200</u> <u>Toronto, ON M5K 1K7</u> <u>Fax: 416-304-1313</u> <u>D.J. Miller (LSUC #34393P)</u> <u>Tel: 416-304-0559</u> <u>Email: djmiller@tgf.ca</u> <u>Leanne M. Williams (LSUC #41877E)</u> <u>Tel: 416-304-0060</u> <u>Email: lwilliams@tgf.ca</u>	

|

Counsel to Deloitte Restructuring Inc.

Document comparison by Workshare 9 on March-24-17 11:13:33 AM

Input:	
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Description	#1128625v1<Client> - S - Approval and Vesting Order - Revised January 21, 2014 [downloaded from Court website on July 3, 2014]
Document 2 ID	interwovenSite://TGF-WSS01/Client/2054451/3
Description	#2054451v3<Client> - Approval and Vesting Order
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
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Deletions	100
Moved from	1
Moved to	1

TAB 4

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

THE HONOURABLE)	FRIDAY, THE 31 st
)	
JUSTICE)	DAY OF MARCH, 2017

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

2SOURCE MANUFACTURING INC.

Respondent

ADMINISTRATIVE ORDER

THIS MOTION, made by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of 2Source Manufacturing Inc. (the "**Debtor**") for this Administrative Order was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Receiver dated March ●, 2017, the First Report of the Receiver dated March ●, 2017 (the “**First Report**”), and the affidavits of the Receiver as to fees (“**Fee Affidavit**”) and on hearing the submissions of counsel for the Receiver, the Applicant and the Purchaser, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] file:

1. **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and indicated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the First Report and the activities of the Receiver described therein are hereby approved.
3. **THIS COURT ORDERS** that the Receiver is hereby authorized, but not obligated, to file an assignment in bankruptcy on behalf of the Debtor.
4. **THIS COURT ORDERS** that the Receiver is hereby authorized to make an immediate distribution in the amount of CAD \$400,000 to Elliott-Matsurra Canada Inc. from the proceeds of the sale transaction contemplated by an asset purchase agreement dated March 16, 2017 between the Receiver and Daniel Chai, in trust for a company to be incorporated (“**Chai**”), as assigned by Chai to AlliedOne Industrial Inc. pursuant to an assignment and assumption agreement to be executed among the Receiver and AlliedOne Industrial Inc. (the “**Purchaser**”).
5. **THIS COURT ORDERS** that the Receiver’s Interim Statement of Receipts and Disbursements for the period from January 23 to March 6, 2017 is hereby approved.

6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, as set out in the First Report and the Fee Affidavit, are hereby approved and the Receiver is hereby authorized to pay any unpaid fees and disbursements herein approved.

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of 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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

HSBC BANK CANADA Applicant	-and-	2SOURCE MANUFACTURING INC. Respondent
ONTARIO SUPERIOR COURT OF JUSTICE Commercial List Proceeding commenced at TORONTO		
ADMINISTRATIVE ORDER (March 31, 2017)		
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HSBC BANK CANADA	-and-	2SOURCE MANUFACTURING INC.
Applicant		Respondent
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ONTARIO		
SUPERIOR COURT OF JUSTICE		
(Commercial List)		
Proceeding commenced at TORONTO		
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MOTION RECORD		
(returnable March 31, 2017)		
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