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

CONTINUED... 2
FORM 1C  FINANCING STATEMENT / CLAIM FOR LIEN

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| MOTOR VEHICLE YEAR MAKE MODEL V.I.M. |
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3
**TYPE OF SEARCH**: BUSINESS DEBTOR  
**SEARCH CONDUCTED ON**: ZSOURCE MANUFACTURING INC.  
**FILE CURRENCY**: 26FEB 2017

**FORM 1C** FINANCING STATEMENT / CLAIM FOR LIEN

**FILE NUMBER**: 698199001

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**DATE OF BIRTH**:  
**FIRST GIVEN NAME**:  
**INITIAL**:  
**SURNAME**:  

**DEBTOR NAME**:  
**BUSINESS NAME**: ZSOURCE MANUFACTURING INC.  
**ADDRESS**: 5261 BRADCO BLVD MISSISSAUGA ON L4W 2A6

**DATE OF BIRTH**:  
**FIRST GIVEN NAME**:  
**INITIAL**:  
**SURNAME**:  

**DEBTOR NAME**:  
**BUSINESS NAME**:  
**ADDRESS**:  

**SECURED PARTY / LIEN CLAIMANT**: ROYNAT INC.  
**ADDRESS**: SUITE 1500, 4710 KINGSWAY ST. BURNABY BC V5H 4M2

**COLLATERAL CLASSIFICATION**:  
**CONSUMER GOODS**:  
**INVENTORY**:  
**EQUIPMENT**:  
**ACCOUNTS OTHER**:  
**INCLUDED**:  
**NOT INCLUDED**:  
**MOTOR VEHICLE**:  
**AMOUNT**:  
**DATE OF MATURITY OR FIXED**:  
**NO FIXED**:  

**YEAR**:  
**MAKE**:  
**MODEL**:  
**V.I.N.**:  

**GENERAL COLLATERAL**: MARKER(S), LASER MARKER(S), LASER SYSTEM(S), MARKING ENCLOSURE(S), LEN(S), ENCLOSURE(S), DOOR(S), CONTROL(S), WINDOW(S), AXIS(S), CHUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS

**DESCRIPTION**:  
**REGISTERING AGENT**: AVS SYSTEMS INC.  
**ADDRESS**: 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 4
**TYPE OF SEARCH:** BUSINESS DEBTOR  
**SEARCH CONDUCTED ON:** 2SOURCE MANUFACTURING INC.  
**FILE CURRENCY:** 26 FEB 2017

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**FORM 1C - FINANCING STATEMENT / CLAIM FOR LIEN**

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**DEBTOR NAME**  
**BUSINESS NAME**  
**ADDRESS**

**DATE OF BIRTH**  
**FIRST GIVEN NAME**  
**INITIAL**  
**SURNAME**  
**ONTARIO CORPORATION NO.**

---

**SECURED PARTY / LIEN CLAIMANT**  
**ADDRESS**  
**ONTARIO CORPORATION NO.**

---

**COLLATERAL CLASSIFICATION**  
**CONSUMER GOODS**  
**INVENTORY EQUIPMENT**  
**ACCOUNTS OTHER INCLUDED**  
**NO FIXED**  
**AMOUNT**  
**DATE OF MATURATIY**

---

**YEAR MAKE**  
**MODEL**  
**V.I.N.**

---

**MOTOR VEHICLE**

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

---

**REGISTERING AGENT**  
**ADDRESS**

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

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

FORM 1C : FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
698399001

CAUTION PAGE NO. OF SCHEDULE REGISTRATION REGISTRATION UNDER PERIOD
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02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
04 ADDRESS
05 DEBTOR NAME BUSINESS NAME INITIAL SURNAME
06 ADDRESS
07 ONTARIO CORPORATION NO.
08 SECURED PARTY / Lien Claimant
09 ADDRESS
10 COLLATERAL CLASSIFICATION
11 CONSUMER GOODS MOTOR VEHICLE AMOUNT DATE OF Maturity OR Maturity Date
12 INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
13 OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGES TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL
14 VEHICLE
15 GENERAL DESCRIPTION
16 REGISTRATION AGENT
17 ADDRESS
18 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6
**PROVINCE OF ONTARIO**
**MINISTRY OF GOVERNMENT SERVICES**
**PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM**
**ENQUIRY RESPONSE**
**CERTIFICATE**

**TYPE OF SEARCH**
BUSINESS DEBTOR

**SEARCH CONDUCTED ON**
2source manufacturing inc.

**FILE CURRENCY**
26FEB 2017

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**FORM IC  FINANCING STATEMENT / CLAIM FOR LIEN**

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**DEBTOR**

- **DATE OF BIRTH**
- **FIRST GIVEN NAME**
- **INITIAL**
- **SURNAMIE**

**NAME**
2source manufacturing inc.

**ADDRESS**
5261 Bradco Boulevard
Mississauga ON L4W 2A6

---

**SECURED PARTY / LEIN CLAIMANT**

**NAME**
National Leasing Group Inc.

**ADDRESS**
1525 Buffalo Place (2654707)
Winnipeg MB R3T 1L9

---

**COLLATERAL CLASSIFICATION**

- **GOODS**
- **INVENTORY**
- **EQUIPMENT**
- **ACCOUNTS OTHER**
- **AMOUNT INCLUDED**
- **MATURED OR MATURITY DATE**
- **NO FIXED**

---

**MOTOR VEHICLE**

- **YEAR MAKE**
- **MODEL**
- **V.I.N.**

---

**GENERAL**
All computer software and licenses of every nature or kind described

**DESCRIPTION**
In lease number 2654707 between Questor Financial Corp., as original lessor and the debtor, as lessee, which lease was assigned by the

---

**REGISTERING AGENT**

**ADDRESS**

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

CONTINUED... 7
| TYPE OF SEARCH | BUSINESS DEBTOR |
| SEARCH CONDUCTED ON | 2SOUCE MANUFACTURING INC. |
| FILE CURRENCY | 26FEB 2017 |

**FORM 1C: FINANCING STATEMENT / CLAIM FOR LIEN**

**FILE NUMBER**
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**CAUTION**

**PAGE**
002

**TOTAL MOTOR VEHICLE REGISTRATION REGISTERED UNDER REGISTRATION PERIOD**
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FILING SCHEDULE NO. OF PAGES 20140126 1614 6005 1433

**DATE OF BIRTH**

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**INITIAL**

**SURNAME**

**DEBTOR NAME**

**BUSINESS NAME**

**ADDRESS**

**ONTARIO CORPORATION NO.**

**DEBTOR NAME**

**BUSINESS NAME**

**ADDRESS**

**ONTARIO CORPORATION NO.**

**SECURED PARTY / LIEN CLAIMANT**

**ADDRESS**

**COLLATERAL CLASSIFICATION**

**CONSUMER GOODS**

**INVENTORY EQUIPMENT**

**ACCOUNTS OTHER**

**INCLUDED**

**AMOUNT**

**DATE OF MATURITY OR MATURITY DATE**

**MOTOR VEHICLE**

**YEAR MAKE**

**MODEL**

**V.I.N.**

**GENERAL DESCRIPTION**

**ORIGINAL LESSOR TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.**

**REGISTRATION AGENT**

**ADDRESS**

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

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| UNDER | P |

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| SCHEDULE | MISSISSAUGA |
| NUMBER UNDER | 64 |

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| DATE OF BIRTH | FIRST GIVEN NAME |
| BUSINESS NAME | INITIAL | SURNAME |

| DEBTOR | 05 |
| DATE OF BIRTH | FIRST GIVEN NAME |
| BUSINESS NAME | INITIAL | SURNAME |

| SECURED PARTY | 08 |
| LICK CLAIMANT | HONDA CANADA FINANCE INC. |

| ADDRESS | 180 HONDA BLVD |
| MARKHAM | ON |

| COLLATERAL CLASSIFICATION | 10 |
| CONSUMER | MOTOR VEHICLE |
| AMOUNT | DATE OF MATURITY |
| GOODS | INVENTORY |
| EQUIPMENT | ACCOUNTS OTHER |
| INCLUDED | FIX |
| X | X |
| 59466 | 13APR2018 |

| YEAR MAKE | 2013 |
| MODEL | ACURA |
| V.I.N. | 2HWYD2H80DH00864 |

| GENERAL | 13 |
| COLLABORATIVE | 14 |
| DESCRIPTION | 15 |

| REGISTERING AGENT | 16 |
| SECUREFACT TRANSACTION SERVICES, INC. |

| ADDRESS | 300 - 350 BAY STREET |
| TORONTO | ON |

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25 DEBTOR/BUSINESS NAME 2SOURCE MANUFACTURING INC.
26 OTHER CHANGE
27 REASON/DESCRIPTION TO CHANGE THE SECURED PARTY TO HER MAJESTY THE QUEEN IN RIGHT OF THE
28 PROVINCE OF ONTARIO, AS REPRESENTED BY THE MINISTER OF ECONOMIC DEVELOPMENT AND INNOVATION AND TO CHANGE THE AGENT TO LEGAL SERVICES INC.
29 DEBTOR/TRANSPRER BUSINESS NAME 2SOURCE MANUFACTURING INC.
30 ADDRESS 5261 BRADCO BLVD MISSISSAUGA ON L4W 2A6
31 ASSIGNOR ONTARIO CORPORATION NO.
32 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, AS
33 ADDRESS 900 BAY STREET, 3RD FLOOR, HEARST BLOCK TORONTO ON M7A 2B1
34 COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE
35 X X
36 YEAR MAKE MODEL V.I.N.
37 MOTOR VEHICLE
38 SECURITY AGREEMENT
39 COLLATERAL DESCRIPTION
40 REGISTERING AGENT OR LEGAL SERVICES BRANCH, MEDI
41 SECURED PARTY/LIEN CLAIMANT ADDRESS 56 WELLESLEY STREET WEST, 5TH FLOOR TORONTO ON M7A 2E7

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

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FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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REFERENCE
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CHANGE REQUIRED
RENEWAL
PERIOD
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REFERENCE
FIRST GIVEN NAME
INITIAL
SURNAME
04/07
05
DEBTOR/TRANSFEREE
BUSINESS NAME
06
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
08
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
09
ADDRESS
REPRESENTED BY THE MINISTER OF ECONOMIC DEVELOPMENT AND INNOVATION
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COLLATERAL CLASSIFICATION
CONSUMER
GOODS
INVENTORY
EQUIPMENT
ACCOUNTS
OTHER
AMOUNT
INCLUDED
DATE OF
MATURITY
OR
MATURITY DATE
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YEAR
MAKE
MODEL
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DEBTOR
BUSINESS NAME
REASON
BRANCH, MEDI
DESCRIPTION
ONTARIO CORPORATION NO.
ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 12
FORM 1C  FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
646074027

MOTOR VEHICLE REGISTRATION NUMBER: 20080613 1326 1590 2471

P PPSA 5

DATE OF BIRTH
FIRST GIVEN NAME  INITIAL  SURNAME

ADDRESS
161 BAY STREET, 27TH FLOOR, BCE PLACE, TORONTO

ONTARIO CORPORATION NO.
M5J 2S1

DEBTOR NAME
BUSINESS NAME
2SOURCE MANUFACTURING INC.

ADDRESS
ON

DEBTOR NAME
BUSINESS NAME
ONTARIO CORPORATION NO.

ADDRESS

08  SECURED PARTY / LIEN CLAIMANT
2006905 ONTARIO INC.

ADDRESS
62 BEL AIR DRIVE
OAKVILLE
ON
L6J 7N1

COLLATERAL CLASSIFICATION
GOODS  INVENTORY  EQUIPMENT  ACCOUNTS OTHER INCLUDED
X  X  X  X

AMOUNT  DATE OF MATURITY OR MATURITY DATE

NO. FIXED

YEAR MAKE  MODEL  V.T.N.

MOTOR VEHICLE

12  VEHICLE

13  GENERAL

14  COLLATERAL

15  DESCRIPTION

16  REGISTERING AGENT
STIKEMAN ELLIOTT LLP

ADDRESS
5300 COMMERCE COURT WEST
TORONTO
ON
M5L 1B5

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

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**Secured Party / Lien Claimant**

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**Collateral Classification**

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**Registering Agent**

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*** For further information, contact the secured party. ***
TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: 2SOURCE 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 01 001 20130612 1734 1590 2330

RECORD FILE NUMBER: 645074027
RENEWED CORRECT

REFERENCE PAGE AMENDED, NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD
FIRST GIVEN NAME INITIAL SURNAME

DEBTOR/ BUSINESS NAME: 2SOURCE MANUFACTURING INC.
TRANSFEROR

OTHER CHANGE DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02/ 03/ DEBTOR/ BUSINESS NAME
05/ TRANSFEREE BUSINESS NAME
06/ ONTARIO CORPORATION NO.
04/07 ADDRESS

ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
MOTOR VEHICLE AMOUNT MATURITY OR MATURITY DATE FIXED

YEAR MAKE MODEL V.I.N.

MOTOR
VEHICLE
GENERAL
COLLATERAL
DESCRIPTION
REGISTERING AGENT OR ADDRESS O'CONNOR MACLEOD HANNA LLP (TAL)
SECURED PARTY/ ADDRESS 700 KERR STREET OAKVILLE ON L6K 3W5
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 15
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION: TOTAL MOTOR VEHICLE REGISTRATION REGISTERED UNDER
FILING FILING NO. OF PAGES SCHEDULE NUMBER
01 001 1 20130614 1642 2278 0004

RECORD FILE NUMBER 646074027
RENEWAL CHANGEOVER
AMENDMENT

FIRST GIVEN NAME INITIAL SURNAME

REFERENCE
DEFINITION BUSINESS NAME 2SOURCE MANUFACTURING INC.

OTHER CHANGE
REASON TO REFLECT THE CHANGE OF ADDRESS OF THE DEBtor
DESCRIPTION

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02/ 05 03/ 04/07 5261 BRADCO BOULEVARD MISSISSAUGA ON L4W 2A6

ASSIGNOR
SECURED PARTY/ LIEN CLAIMANT/ ASSIGNOR
08/ 09/ ADDRESS COLLATERAL CLASSIFICATION

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER

AMOUNT MATURITY OR MATURITY DATE

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

COLLATERAL DESCRIPTION

REGISTRATION AGENT OR O’CONNOR MACLEOD HANNA LLP (TAL)

SECURED PARTY/ Lien Claimant

ADDRESS 700 KERR STREET OAKVILLE ON L6K 3M5

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

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

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

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FIRST GIVEN NAME INITIAL SURNAME

REFERENCE BUSINESS NAME 2SOURCE MANUFACTURING INC.

OTHER CHANGE
REASON/ DESCRIPTION

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02/ 03/ 04/ 05/ 06/ 07/
DEBTOR/ TRANSFEREE BUSINESS NAME ADDRESS

ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08/ 09/
COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

YEAR MAKE MODEL VIN
10/ 11/ 12/ 13/ 14/ 15/ 16/
MOTOR VEHICLE DESCRIPTION
REGISTERED AGENT OR
SECONDARY CLASSIFICATION
17/ 18/ 19/ 20/ 21/
SECURED PARTY/ LIEN CLAIMANT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
INFOHATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

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12 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.
APPENDIX “G”
HSBC

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.
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 Gregg
Title: President & Secretary

(LoanTransaction #) DocName: gen. security agmt. (standard)
Schedule "A"

Locations of Collateral

5261 Bradco Boulevard
Mississauga, Ontario
L4W 2A6
Canada
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 fulfillment 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 fulfillment 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 expressément 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: Robert Glegg

Title: President & Secretary

(LoanTransact ID DocName: gen. assign of book debts (not quebec))
APPENDIX “H”
Postponement Agreement dated July 22, 2014
HSBC

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

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").

RESTRICTED
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.

RESTRICTED
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.

2006903 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 27, 2014.

2SOURCE MANUFACTURING INC.

By: Robert Glegg
Title: President & Secretary
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.
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. Glegg
Title: CEO Chairman
APPENDIX “I”
Interim Statement of Receipts and Disbursements
for the period January 23 to March 17, 2017
# 2Source Manufacturing Inc.
## Interim Statement of Receipts and Disbursements
### For the Period January 23, 2017 to March 17, 2017

<table>
<thead>
<tr>
<th>Receipts</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale of inventory</td>
<td>278,807</td>
</tr>
<tr>
<td>Collection of accounts receivable</td>
<td>278,111</td>
</tr>
<tr>
<td>Deposit re: Chai Offer</td>
<td>250,000</td>
</tr>
<tr>
<td>Receiver's Certificates</td>
<td>70,000</td>
</tr>
<tr>
<td>HST Collected</td>
<td>5,808</td>
</tr>
<tr>
<td>Miscellaneous Refunds</td>
<td>653</td>
</tr>
<tr>
<td><strong>Total Receipts</strong></td>
<td><strong>883,378</strong></td>
</tr>
</tbody>
</table>

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

**Net surplus of receipts less disbursements** | 655,490
APPENDIX “J”
Affidavit of Hartley Bricks of Deloitte Restructuring Inc.
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

[Signature]
Commissioner for Taking Affidavits

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

[Signature]
HARTLEY M. BRICKS
Exhibit "A"

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

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Invoice Period</th>
<th>Amount of Invoice (Including HST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-Feb-17</td>
<td>January 11 to 31, 2017</td>
<td>107,080.78</td>
</tr>
<tr>
<td>8-Mar-17</td>
<td>February 1 to 28, 2017</td>
<td>186,539.46</td>
</tr>
</tbody>
</table>

$ 293,620.24
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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Professional</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/11/2017</td>
<td>Casey, Paul</td>
<td>Meeting with S. Wayland and B. Pettit on to discuss the status of the Company and appointment of receiver.</td>
<td>1.0</td>
</tr>
<tr>
<td>1/11/2017</td>
<td>Bricks, Hartley</td>
<td>Attend at HSBC with S. Wayland and B. Pettit to discuss 2Source and appointment of receiver.</td>
<td>1.0</td>
</tr>
<tr>
<td>1/18/2017</td>
<td>Leung, Warren</td>
<td>Review of 2Source affidavit, discussions with P. Casey and H. Bricks.</td>
<td>2.0</td>
</tr>
<tr>
<td>1/19/2017</td>
<td>Casey, Paul</td>
<td>Review draft affidavit and form of order; telephone conversation with S. Wayland; meeting H. Bricks; emails.</td>
<td>1.0</td>
</tr>
<tr>
<td>1/19/2017</td>
<td>Bricks, Hartley</td>
<td>Review of draft affidavit and draft order and provide comments to Dentons.</td>
<td>1.0</td>
</tr>
<tr>
<td>1/19/2017</td>
<td>Leung, Warren</td>
<td>Engagement management in preparation for appointment, review of revised Affidavit.</td>
<td>1.5</td>
</tr>
<tr>
<td>1/19/2017</td>
<td>Farla, Cecilia</td>
<td>Set up new webpage for 2Source on Insolvency website.</td>
<td>0.5</td>
</tr>
<tr>
<td>1/20/2017</td>
<td>Casey, Paul</td>
<td>Review draft order and comments to H. Bricks, counsel; execute consent.</td>
<td>0.5</td>
</tr>
<tr>
<td>1/20/2017</td>
<td>Bricks, Hartley</td>
<td>Review of draft order, disc. with W. Leung; disc. with J. Salmas re motion materials and timing; correspondence with Dentons re filing matters.</td>
<td>1.0</td>
</tr>
<tr>
<td>1/20/2017</td>
<td>Leung, Warren</td>
<td>Review of application materials and disc. comments with H. Bricks</td>
<td>1.0</td>
</tr>
<tr>
<td>1/20/2017</td>
<td>Youn, John</td>
<td>Taking possession and engagement checklist review.</td>
<td>1.0</td>
</tr>
<tr>
<td>Date</td>
<td>Professional</td>
<td>Description</td>
<td>Hours</td>
</tr>
<tr>
<td>------------</td>
<td>----------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>1/22/2017</td>
<td>Casey, Paul</td>
<td>Emails regarding responses from R. Glegg counsel.</td>
<td>0.2</td>
</tr>
<tr>
<td>1/23/2017</td>
<td>Casey, Paul</td>
<td>Meetings with H. Bricks and team regarding planning; review issued and entered Court Order; emails regarding first day; telephone conversation with H. Bricks and team; discussion with D. Wiebe of Dentons.</td>
<td>1.0</td>
</tr>
<tr>
<td>1/23/2017</td>
<td>Bricks, Hartley</td>
<td>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.</td>
<td>6.5</td>
</tr>
<tr>
<td>1/23/2017</td>
<td>Leung, Warren</td>
<td>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.</td>
<td>7.0</td>
</tr>
<tr>
<td>1/23/2017</td>
<td>Haghir, Julie</td>
<td>Attend at Company premises; meeting with management regarding receivership process; internal discussions in respect of same and receivership plan; file administration.</td>
<td>4.5</td>
</tr>
<tr>
<td>1/23/2017</td>
<td>Youn, John</td>
<td>Attend at Company; meeting with management; taking possession meeting and activities.</td>
<td>4.5</td>
</tr>
<tr>
<td>1/23/2017</td>
<td>Brown, Rose</td>
<td>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.</td>
<td>1.6</td>
</tr>
<tr>
<td>1/23/2017</td>
<td>Faria, Cecilia</td>
<td>Set up receivership web page.</td>
<td>0.3</td>
</tr>
<tr>
<td>1/24/2017</td>
<td>Bricks, Hartley</td>
<td>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.</td>
<td>8.0</td>
</tr>
<tr>
<td>1/24/2017</td>
<td>Leung, Warren</td>
<td>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.</td>
<td>8.5</td>
</tr>
<tr>
<td>Date</td>
<td>Professional</td>
<td>Description</td>
<td>Hours</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>1/24/2017</td>
<td>Casey, Brian</td>
<td>Onsite data collection and interview with IT personnel.</td>
<td>4.0</td>
</tr>
<tr>
<td>1/24/2017</td>
<td>Haghiri, Julie</td>
<td>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.</td>
<td>8.8</td>
</tr>
<tr>
<td>1/24/2017</td>
<td>Wang, Jesica</td>
<td>Preliminary research on 2Source and preparation for kick off meeting.</td>
<td>0.7</td>
</tr>
<tr>
<td>1/24/2017</td>
<td>Brown, Rose</td>
<td>Liaison with Bank regarding account opening and wire instructions.</td>
<td>0.5</td>
</tr>
<tr>
<td>1/24/2017</td>
<td>Youn, John</td>
<td>Physical inspection of fixed assets, creating fixed-asset listing.</td>
<td>8.0</td>
</tr>
<tr>
<td>1/25/2017</td>
<td>Casey, Paul</td>
<td>Emails H. Bricks regarding status, reporting; telephone conversation with W. Leung regarding post-receivership sales; product liability insurance.</td>
<td>0.8</td>
</tr>
<tr>
<td>1/25/2017</td>
<td>Bricks, Hartley</td>
<td>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. Salmass regarding R. Glegg correspondence.</td>
<td>6.5</td>
</tr>
<tr>
<td>1/25/2017</td>
<td>Leung, Warren</td>
<td>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.</td>
<td>6.5</td>
</tr>
<tr>
<td>1/25/2017</td>
<td>Ghafur, Mohammed</td>
<td>CF portion of mandate kick off; meeting with Management and facility tour.</td>
<td>5.0</td>
</tr>
<tr>
<td>1/25/2017</td>
<td>Casey, Brian</td>
<td>IT backup and support.</td>
<td>2.0</td>
</tr>
<tr>
<td>1/25/2017</td>
<td>Wang, Jesica</td>
<td>Kick-off meeting with Management Team; conference room meeting and plant tour.</td>
<td>6.0</td>
</tr>
<tr>
<td>Date</td>
<td>Professional</td>
<td>Description</td>
<td>Hours</td>
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<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>1/25/2017</td>
<td>Haghiri, Julie</td>
<td>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.</td>
<td>9.0</td>
</tr>
<tr>
<td>1/25/2017</td>
<td>Youn, John</td>
<td>Inventory planning, supervision, walkthrough, audit, and count; disc. with C. King re machinery &amp; equipment; prepare contractor letters; respond to questions from former employees re outstanding payroll.</td>
<td>10.0</td>
</tr>
<tr>
<td>1/25/2017</td>
<td>Brown, Rose</td>
<td>Banking and prepare employee labels for mailing.</td>
<td>1.0</td>
</tr>
<tr>
<td>1/26/2017</td>
<td>Casey, Paul</td>
<td>Review Receiver's S. 245/246 Report; telephone conversation with Crosbie and H. Bricks.</td>
<td>0.6</td>
</tr>
<tr>
<td>1/26/2017</td>
<td>Bricks, Hartley</td>
<td>Prepare correspondence to HSBC regarding operating expense funding; review of s. 245 report.</td>
<td>1.2</td>
</tr>
<tr>
<td>1/26/2017</td>
<td>Leung, Warren</td>
<td>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.</td>
<td>7.0</td>
</tr>
<tr>
<td>1/26/2017</td>
<td>Ghafur, Mohammed</td>
<td>Inquiry return of calls; develop CIM structure.</td>
<td>4.0</td>
</tr>
<tr>
<td>1/26/2017</td>
<td>Casey, Brian</td>
<td>On site IT backup and support.</td>
<td>8.0</td>
</tr>
<tr>
<td>1/26/2017</td>
<td>Wang, Jessca</td>
<td>Review of purchaser buyer list and prepare CIM.</td>
<td>2.5</td>
</tr>
<tr>
<td>1/26/2017</td>
<td>Haghiri, Julie</td>
<td>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.</td>
<td>8.0</td>
</tr>
<tr>
<td>1/26/2017</td>
<td>Youn, John</td>
<td>Inventory count coordination and supervision.</td>
<td>11.0</td>
</tr>
<tr>
<td>1/26/2017</td>
<td>Brown, Rose</td>
<td>Prepare wire instructions sheet and review AP creditor listing and prepare labels; prepare Re-direction correspondence to Canada Post.</td>
<td>1.3</td>
</tr>
<tr>
<td>1/27/2017</td>
<td>Bryk, Adam</td>
<td>QA review of receiver's notice.</td>
<td>0.4</td>
</tr>
<tr>
<td>1/27/2017</td>
<td>Bricks, Hartley</td>
<td>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.</td>
<td>5.9</td>
</tr>
<tr>
<td>Date</td>
<td>Professional</td>
<td>Description</td>
<td>Hours</td>
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</tr>
<tr>
<td>1/27/2017</td>
<td>Leung, Warren</td>
<td>Prepare update for Bank; call to insurance broker, calls with customers, coordinate preparation of T4s and ROEs.</td>
<td>2.0</td>
</tr>
<tr>
<td>1/27/2017</td>
<td>Ghafur, Mohammed</td>
<td>CIS drafting and review and discussion of asset schedule summaries.</td>
<td>3.0</td>
</tr>
<tr>
<td>1/27/2017</td>
<td>Casey, Brian</td>
<td>Discovery support, backup; verification.</td>
<td>3.0</td>
</tr>
<tr>
<td>1/27/2017</td>
<td>Wang, Jesica</td>
<td>Internal CF meeting.</td>
<td>2.0</td>
</tr>
<tr>
<td>1/27/2017</td>
<td>Haghiri, Julie</td>
<td>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.</td>
<td>8.0</td>
</tr>
<tr>
<td>1/27/2017</td>
<td>Youn, John</td>
<td>Inventory count supervision and audit; prepare equipment listing, A/R collection discussion with Amy; payroll preparation and coordination with Amy.</td>
<td>11.5</td>
</tr>
<tr>
<td>1/27/2017</td>
<td>Brown, Rose</td>
<td>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.</td>
<td>3.5</td>
</tr>
<tr>
<td>1/30/2017</td>
<td>Casey, Paul</td>
<td>Review emails from H. Bricks regarding various.</td>
<td>0.1</td>
</tr>
<tr>
<td>1/30/2017</td>
<td>Bricks, Hartley</td>
<td>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.</td>
<td>7.2</td>
</tr>
<tr>
<td>1/30/2017</td>
<td>Leung, Warren</td>
<td>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.</td>
<td>4.5</td>
</tr>
<tr>
<td>1/30/2017</td>
<td>Ghafur, Mohammed</td>
<td>Prepare CIS and interested party listing.</td>
<td>6.0</td>
</tr>
<tr>
<td>1/30/2017</td>
<td>Wang, Jesica</td>
<td>Drafting and correspondence with Management on CIS, correspondence with Deloitte team.</td>
<td>5.0</td>
</tr>
<tr>
<td>Date</td>
<td>Professional</td>
<td>Description</td>
<td>Hours</td>
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<tr>
<td>1/30/2017</td>
<td>Haghiri, Julie</td>
<td>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.</td>
<td>8.2</td>
</tr>
<tr>
<td>1/30/2017</td>
<td>Rekhi, Maninder</td>
<td>Research on interested party listing.</td>
<td>1.0</td>
</tr>
<tr>
<td>1/30/2017</td>
<td>Jha, Amit</td>
<td>Research on interested party listing.</td>
<td>4.0</td>
</tr>
<tr>
<td>1/30/2017</td>
<td>Brown, Rose</td>
<td>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.</td>
<td>3.5</td>
</tr>
<tr>
<td>1/30/2017</td>
<td>Youn, John</td>
<td>Prepare ROEs, inventory count and supervision, collection of laptops and cellphones of former employees and inventory same.</td>
<td>9.0</td>
</tr>
<tr>
<td>1/31/2017</td>
<td>Bricks, Hartley</td>
<td>Prepare sale documents; discussion with O. Ghafur regarding sale process; discussion with W. Leung regarding sale process; prepare correspondence to J. Salmans with Sale Process documents.</td>
<td>4.5</td>
</tr>
<tr>
<td>1/31/2017</td>
<td>Leung, Warren</td>
<td>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.</td>
<td>5.0</td>
</tr>
<tr>
<td>1/31/2017</td>
<td>Ghafur, Mohammed</td>
<td>Prepare CIS; discussion with H. Bricks regarding sale process; review of interested purchaser listing.</td>
<td>6.0</td>
</tr>
<tr>
<td>1/31/2017</td>
<td>Casey, Brian</td>
<td>Project meetings, meetings; data QC; support.</td>
<td>0.5</td>
</tr>
<tr>
<td>1/31/2017</td>
<td>Wang, Jesica</td>
<td>Reviewing interested purchaser list; prepare CIS</td>
<td>6.5</td>
</tr>
<tr>
<td>1/31/2017</td>
<td>Haghiri, Julie</td>
<td>Review insurance documents and several discussions with the broker in respect of same; continue work on WEPPA; responding to emails from venders; review GST/HST filing documents; file administration.</td>
<td>8.0</td>
</tr>
<tr>
<td>1/31/2017</td>
<td>Rekhi, Maninder</td>
<td>Research on interested party listing.</td>
<td>0.5</td>
</tr>
<tr>
<td>1/31/2017</td>
<td>Kukkal, Jasbir</td>
<td>Research on interested party listing.</td>
<td>2.5</td>
</tr>
<tr>
<td>1/31/2017</td>
<td>Youn, John</td>
<td>Prepare ROEs, accumulate photographs of assets for sale process; prepare PPE listing for sale process; inventory count review.</td>
<td>11.0</td>
</tr>
<tr>
<td>1/31/2017</td>
<td>Brown, Rose</td>
<td>Trust banking administration; disbursement cheques and take request to Canada Post for regarding direction of mail.</td>
<td>1.9</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Professional</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/1/2017</td>
<td>Bricks, Hartley</td>
<td>Review of CIS and discussion comments with O. Ghafur; correspondence with R. Glegg regarding litigation and J. Salmas regarding same.</td>
<td>3.5</td>
</tr>
<tr>
<td>2/1/2017</td>
<td>Ghafur, Ovais</td>
<td>Research on Potential Purchasers and CIS preparation.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/1/2017</td>
<td>Leung, Warren</td>
<td>Attendance onsite; respond to vendors and former employees, team supervision, prepare estimated realization analysis.</td>
<td>4.0</td>
</tr>
<tr>
<td>2/1/2017</td>
<td>Haghiri, Golnaz</td>
<td>Work on items regarding ongoing operation cost; continue work on WEPPA; review D&amp;O policies and internal discussions in respect of same; respond to several inquiries from venders and employees; work on vacation accrual; file administration; work on matters related to secured creditors.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/1/2017</td>
<td>Wang, Jesica</td>
<td>Drafting and processing changes to the CIS.</td>
<td>5.0</td>
</tr>
<tr>
<td>2/1/2017</td>
<td>Youn, John</td>
<td>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).</td>
<td>10.0</td>
</tr>
<tr>
<td>2/1/2017</td>
<td>Brown, Rose</td>
<td>Estate banking; cheques and deposit; prepare letter; follow up with bank.</td>
<td>2.5</td>
</tr>
<tr>
<td>2/2/2017</td>
<td>Casey, Paul</td>
<td>Emails regarding UTAS litigation.</td>
<td>0.1</td>
</tr>
<tr>
<td>2/2/2017</td>
<td>Bricks, Hartley</td>
<td>Attendance at company for meeting with senior management to discuss CIS and sale process; correspondence concerning UTAS litigation.</td>
<td>6.0</td>
</tr>
</tbody>
</table>

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.
<table>
<thead>
<tr>
<th>Date</th>
<th>Professional</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/2/2017</td>
<td>Ghafr, Ovais</td>
<td>Research on Potential Purchasers and CIS preparation.</td>
<td>9.0</td>
</tr>
<tr>
<td>2/2/2017</td>
<td>Leung, Warren</td>
<td>Attendance onsite; respond to vendors and former employees, calls with customers, team supervision.</td>
<td>3.0</td>
</tr>
<tr>
<td>2/2/2017</td>
<td>Wang, Jesica</td>
<td>Meeting on site with former 2Source senior management to review and revise CIS package.</td>
<td>8.3</td>
</tr>
<tr>
<td>2/2/2017</td>
<td>Haghir, Golnaz</td>
<td>Finalize WEPPA packages; several discussions with Service Canada in respect of same; review and respond to emails from professionals.</td>
<td>4.0</td>
</tr>
<tr>
<td>2/2/2017</td>
<td>Youn, John</td>
<td>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.</td>
<td>10.0</td>
</tr>
<tr>
<td>2/2/2017</td>
<td>Brown, Rose</td>
<td>Estate banking administration; prepare disbursement cheques, review wire and input into Ascend. Deposit US bank draft.</td>
<td>2.5</td>
</tr>
<tr>
<td>2/3/2017</td>
<td>Bricks, Hartley</td>
<td>Prepare estimated realizations analysis; discussion with W. Leung regarding status of various matters; discussion with J. Haghir regarding Insurance; discussion with O. Ghafr regarding data room; correspondence with R. Cimba regarding litigation and D&amp;O Insurance.</td>
<td>4.0</td>
</tr>
<tr>
<td>2/3/2017</td>
<td>Ghafr, Ovais</td>
<td>Research on Potential Purchasers and CIS preparation.</td>
<td>5.0</td>
</tr>
<tr>
<td>2/3/2017</td>
<td>Leung, Warren</td>
<td>Respond to vendors and former employees, calls with customers, team supervision, review of WEPPA applications.</td>
<td>2.5</td>
</tr>
<tr>
<td>2/3/2017</td>
<td>Haghir, Golnaz</td>
<td>File administration; review and revise WEPPA for eligible employee; responding to inquiries from vendors and employees; several discussions regarding D&amp;O Insurance; work on RRSP and discussions with related parties in respect of same.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/3/2017</td>
<td>Wang, Jesica</td>
<td>CIS preparation.</td>
<td>6.5</td>
</tr>
<tr>
<td>2/3/2017</td>
<td>Youn, John</td>
<td>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.</td>
<td>9.0</td>
</tr>
<tr>
<td>2/3/2017</td>
<td>Brown, Rose</td>
<td>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.</td>
<td>1.1</td>
</tr>
<tr>
<td>2/4/2017</td>
<td>Wang, Jesica</td>
<td>Engagement management; virtual data site communication.</td>
<td>1.5</td>
</tr>
<tr>
<td>2/6/2017</td>
<td>Casey, Paul</td>
<td>Discussion with H. Bricks re status; email regarding CIS documents.</td>
<td>0.1</td>
</tr>
<tr>
<td>2/6/2017</td>
<td>Bricks, Hartley</td>
<td>Review and provide comments on CIS; discussion with J. Saimas 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. Ghafr.</td>
<td>5.0</td>
</tr>
<tr>
<td>2/6/2017</td>
<td>Ghafr, Ovais</td>
<td>Prepare CIS and Purchaser List.</td>
<td>6.0</td>
</tr>
<tr>
<td>2/6/2017</td>
<td>Leung, Warren</td>
<td>Attendance onsite; respond to vendors and former employees, calls with customers, team supervision.</td>
<td>3.5</td>
</tr>
<tr>
<td>2/6/2017</td>
<td>Koroneos, Anna</td>
<td>Discussion with Teresa of CRA on HST audit; email to team to coordinate audit.</td>
<td>0.2</td>
</tr>
<tr>
<td>Date</td>
<td>Professional</td>
<td>Description</td>
<td>Hours</td>
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</tr>
<tr>
<td>2/6/2017</td>
<td>Haghiri, Golnaz</td>
<td>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.</td>
<td>6.3</td>
</tr>
<tr>
<td>2/6/2017</td>
<td>Wang, Jesica</td>
<td>Finalize CIS changes and inventory listing and machinery &amp; equipment changes, finalize Teaser and process changes.</td>
<td>6.0</td>
</tr>
<tr>
<td>2/6/2017</td>
<td>Youn, John</td>
<td>WEPPA; ROE question clarification with former employees; supervision; collection of former employee phone numbers and laptops.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/6/2017</td>
<td>Brown, Rose</td>
<td>Trust banking administration; disbursement cheques; AP and contract workers.</td>
<td>1.5</td>
</tr>
<tr>
<td>2/7/2017</td>
<td>Bricks, Hartley</td>
<td>Finalize Request for Offer documents and forward to O. Ghafr and J. Wang for posting on virtual data room.</td>
<td>4.0</td>
</tr>
<tr>
<td>2/7/2017</td>
<td>Ghafr, Ovals</td>
<td>CIM and Teaser finalization. Data room design and review of all documents to be posted to data room.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/7/2017</td>
<td>Leung, Warren</td>
<td>Review WEPPA packages; review amended ROEs, call with CRA regarding employee complaint; audit team supervision.</td>
<td>2.0</td>
</tr>
<tr>
<td>2/7/2017</td>
<td>Wang, Jesica</td>
<td>Finalize CIS Appendices; Internal coordination and Reviewing IT Equipment Appendix.</td>
<td>6.8</td>
</tr>
<tr>
<td>2/7/2017</td>
<td>Haghiri, Golnaz</td>
<td>Review emails regarding document retention; review contracts in respect of same; respond to vendor inquiries. Internal discussion regarding equipment listing.</td>
<td>3.5</td>
</tr>
<tr>
<td>2/7/2017</td>
<td>Youn, John</td>
<td>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.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/8/2017</td>
<td>Bricks, Hartley</td>
<td>Telephone calls to various liquidators and follow up correspondence with Teaser document and Confidentially Agreement; discussion with O. Ghafr regarding CIS and sale process.</td>
<td>4.2</td>
</tr>
<tr>
<td>2/8/2017</td>
<td>Ghafr, Ovals</td>
<td>Contact interested parties, provide Teaser and NDA and respond to inquiries and questions.</td>
<td>9.0</td>
</tr>
<tr>
<td>2/8/2017</td>
<td>Leung, Warren</td>
<td>Attendance onsite; respond to vendors and former employees; calls with customers; team supervision.</td>
<td>2.0</td>
</tr>
<tr>
<td>2/8/2017</td>
<td>Wang, Jesica</td>
<td>Data site management, executing NDAs, CIS and internal discussions on next steps and marketing efforts.</td>
<td>4.0</td>
</tr>
<tr>
<td>2/8/2017</td>
<td>Haghiri, Golnaz</td>
<td>Respond to inquiries from venders and employees; draft email to counsel regarding secured creditors.</td>
<td>1.1</td>
</tr>
<tr>
<td>2/8/2017</td>
<td>Youn, John</td>
<td>Aviation report; meeting with management; contacting Purelife; 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.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/8/2017</td>
<td>Brown, Rose</td>
<td>Trust banking administration; review account; input wire; prepare and deliver deposit to bank.</td>
<td>1.3</td>
</tr>
<tr>
<td>Date</td>
<td>Professional</td>
<td>Description</td>
<td>Hours</td>
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</tr>
<tr>
<td>2/9/2017</td>
<td>Bricks, Hartley</td>
<td>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.</td>
<td>1.5</td>
</tr>
<tr>
<td>2/9/2017</td>
<td>Ghafur, Ovals</td>
<td>Contact Interested parties, provide Teaser and NDA and respond to Inquiries and questions.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/9/2017</td>
<td>Leung, Warren</td>
<td>Respond to vendors and former employees, calls with customers, team supervision.</td>
<td>1.5</td>
</tr>
<tr>
<td>2/9/2017</td>
<td>Haghiri, Golnaz</td>
<td>Client site visit; attend meeting with CRA; compile and gather documents and information requested by CRA; respond to several inquiries from vendors; meeting with E. Dean regarding several vendors and document retention; review counsel's opinion regarding priority and validity of secured lenders.</td>
<td>8.1</td>
</tr>
<tr>
<td>2/9/2017</td>
<td>Wang, Jesica</td>
<td>Marketing process: Coordinating on-site inspections by liquidators and strategic buyers, adding parties to the data site, sharing counter executed CIS and NDA.</td>
<td>5.0</td>
</tr>
<tr>
<td>2/9/2017</td>
<td>Brown, Rose</td>
<td>Trust banking administration; disbursement cheques; check wires.</td>
<td>1.5</td>
</tr>
<tr>
<td>2/10/2017</td>
<td>Bricks, Hartley</td>
<td>Discussion with J. Salmas regarding various issues; discussion with O. Ghafur regarding status of sales process; respond to inquiries from liquidators.</td>
<td>2.2</td>
</tr>
<tr>
<td>2/10/2017</td>
<td>Leung, Warren</td>
<td>Attendance Onsite: respond to vendors and former employees; calls with customers; team supervision.</td>
<td>2.5</td>
</tr>
<tr>
<td>2/10/2017</td>
<td>Ghafur, Ovals</td>
<td>Responding to inquiries and correspondence with interested parties.</td>
<td>1.5</td>
</tr>
<tr>
<td>2/10/2017</td>
<td>Casey, Brian</td>
<td>Data consolidation.</td>
<td>1.0</td>
</tr>
<tr>
<td>2/13/2017</td>
<td>Casey, Paul</td>
<td>Meeting with H. Bricks regarding RFP process; emails; account correspondence.</td>
<td>0.8</td>
</tr>
<tr>
<td>2/13/2017</td>
<td>Bricks, Hartley</td>
<td>Discussion with P. Casey regarding status and Request for Offer process; review and execute CA from a liquidator; correspondence with O. Ghafur regarding status.</td>
<td>1.0</td>
</tr>
<tr>
<td>2/13/2017</td>
<td>Ghafur, Ovals</td>
<td>Calls to buyers and responding to questions.</td>
<td>3.0</td>
</tr>
<tr>
<td>2/13/2017</td>
<td>Leung, Warren</td>
<td>On-site Attendance: Team supervision; correspondence with liquidators on-site, calls with customers and vendors.</td>
<td>3.0</td>
</tr>
<tr>
<td>2/13/2017</td>
<td>Haghiri, Golnaz</td>
<td>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.</td>
<td>4.5</td>
</tr>
<tr>
<td>2/13/2017</td>
<td>Wang, Jesica</td>
<td>Coordinate and attend on site tour with an interested party.</td>
<td>4.0</td>
</tr>
<tr>
<td>2/13/2017</td>
<td>Youn, John</td>
<td>Inventory listing supervision; asset listing audit; Iron Mountain document filing; corresponding with former employee questions related to ROE, T4 and WEPP; 2Source payroll; coordination with vending machine sales manager for pick up; coordination with scrap purchaser to schedule for pick up; Ford vehicle ownership and Q/S balance clarification with Shan and Simar; ROE amendments and meeting with management for next week staffing.</td>
<td>8.0</td>
</tr>
<tr>
<td>Date</td>
<td>Professional</td>
<td>Description</td>
<td>Hours</td>
</tr>
<tr>
<td>------------</td>
<td>------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>2/13/2017</td>
<td>Brown, Rose</td>
<td>Trust banking administration.</td>
<td>0.9</td>
</tr>
<tr>
<td>2/14/2017</td>
<td>Casey, Paul</td>
<td>Meeting with H. Bricks to discuss ELV.</td>
<td>1.0</td>
</tr>
<tr>
<td>2/14/2017</td>
<td>Bricks, Hartley</td>
<td>Discuss estimate liquidation value analysis with P. Casey, update and forward to HSBC; correspondence concerning A/R and collections; correspondence with insurance counsel.</td>
<td>5.5</td>
</tr>
<tr>
<td>2/14/2017</td>
<td>Leung, Warren</td>
<td>On-site Attendance: liaise onsite Inspection from liquidator and landlord; calls with customers and vendors regarding receiviership; team supervision.</td>
<td>3.5</td>
</tr>
<tr>
<td>2/14/2017</td>
<td>Ghafur, Ovais</td>
<td>Calls to/from interested parties and respond to questions.</td>
<td>3.0</td>
</tr>
<tr>
<td>2/14/2017</td>
<td>Wang, Jesica</td>
<td>Coordinate and attend an onsite tour with an interested party.</td>
<td>2.0</td>
</tr>
<tr>
<td>2/14/2017</td>
<td>Haghiril, Golnaz</td>
<td>Respond to employee inquiries; work on WEPP applications and organize RTS mail.</td>
<td>1.1</td>
</tr>
<tr>
<td>2/14/2017</td>
<td>Youn, John</td>
<td>ROE adjustments; inventory supervision; correspondence with Deloitte Corporate Finance team.</td>
<td>3.0</td>
</tr>
<tr>
<td>2/14/2017</td>
<td>Brown, Rose</td>
<td>Trust banking administration.</td>
<td>0.3</td>
</tr>
<tr>
<td>2/15/2017</td>
<td>Bricks, Hartley</td>
<td>Discussion with Ovais 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.</td>
<td>1.8</td>
</tr>
<tr>
<td>2/15/2017</td>
<td>Ghafur, Ovais</td>
<td>Calls to buyers and responding to inquiries.</td>
<td>4.0</td>
</tr>
<tr>
<td>2/15/2017</td>
<td>Leung, Warren</td>
<td>Attendance onsite; meeting with Sumitomo regarding sale and shipment of inventory.</td>
<td>1.0</td>
</tr>
<tr>
<td>2/15/2017</td>
<td>Haghiril, Golnaz</td>
<td>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.</td>
<td>8.2</td>
</tr>
<tr>
<td>2/15/2017</td>
<td>Wang, Jesica</td>
<td>Responses to questions raised by interested parties.</td>
<td>1.0</td>
</tr>
<tr>
<td>2/15/2017</td>
<td>Youn, John</td>
<td>Status update; ROE Q&amp;A; aviation Q&amp;A; supervision; IT completeness; Purelife pick up.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/15/2017</td>
<td>Brown, Rose</td>
<td>Trust banking administration.</td>
<td>0.4</td>
</tr>
<tr>
<td>2/16/2017</td>
<td>Ghafur, Ovais</td>
<td>Meetings at 2Source re management forecasts; calls to interested parties.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/16/2017</td>
<td>Leung, Warren</td>
<td>Discussion with team regarding a sales order and documentation retention requirement.</td>
<td>2.0</td>
</tr>
<tr>
<td>2/16/2017</td>
<td>Haghiril, Golnaz</td>
<td>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.</td>
<td>8.8</td>
</tr>
<tr>
<td>2/16/2017</td>
<td>Wang, Jesica</td>
<td>Attend meeting with former management regarding sales forecast; review and share with interested parties.</td>
<td>3.5</td>
</tr>
<tr>
<td>Date</td>
<td>Professional</td>
<td>Description</td>
<td>Hours</td>
</tr>
<tr>
<td>------------</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>2/16/2017</td>
<td>Youn, John</td>
<td>IT completeness testing; internal meeting regarding sale process with Shan, Eric, Catherine and Deloitte Corporate Finance; ROE Q&amp;A with Service Canada; snow removal service; supervision; review forecast financial from CFO.</td>
<td>9.0</td>
</tr>
<tr>
<td>2/17/2017</td>
<td>Leung, Warren</td>
<td>Correspondence with J. Haghiri regarding 3rd party property; vendors and customers inquiries.</td>
<td>0.5</td>
</tr>
<tr>
<td>2/17/2017</td>
<td>Haghiri, Golnaz</td>
<td>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.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/17/2017</td>
<td>Wang, Jesica</td>
<td>Respond to questions from strategic parties and liquidators; scheduling site visits meeting, NDAs, CISs, sharing data site access and scheduling meetings.</td>
<td>6.0</td>
</tr>
<tr>
<td>2/17/2017</td>
<td>Youn, John</td>
<td>A/R aging update; liquidator walk-through; answering questions; ROE question; supervision; WEPPA conference call set-up; supervision for a sales order; payroll.</td>
<td>10.0</td>
</tr>
<tr>
<td>2/21/2017</td>
<td>Bricks, Hartley</td>
<td>Review and execute disbursements; review and respond to correspondence from J. Haghiri regarding insuror questions.</td>
<td>1.0</td>
</tr>
<tr>
<td>2/21/2017</td>
<td>Ghafur, Ovais</td>
<td>Follow up with purchasers.</td>
<td>3.0</td>
</tr>
<tr>
<td>2/21/2017</td>
<td>Haghiri, Golnaz</td>
<td>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.</td>
<td>8.2</td>
</tr>
<tr>
<td>2/21/2017</td>
<td>Youn, John</td>
<td>Liquidator walk through; compilation of inventory and machnling 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.</td>
<td>10.0</td>
</tr>
<tr>
<td>2/21/2017</td>
<td>Brown, Rose</td>
<td>Banking administration.</td>
<td>1.4</td>
</tr>
<tr>
<td>2/22/2017</td>
<td>Ghafur, Ovais</td>
<td>Call with J. Haghiri regarding a customer issue and other issues; emails to vendors and customers.</td>
<td>3.0</td>
</tr>
<tr>
<td>2/22/2017</td>
<td>Leung, Warren</td>
<td>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 vendor inquiries; call with HR representative; review and organize mail; discussion regarding document retention.</td>
<td>8.3</td>
</tr>
<tr>
<td>2/22/2017</td>
<td>Haghiri, Golnaz</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/22/2017</td>
<td>Wang, Jesica</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/22/2017</td>
<td>Youn, John</td>
<td>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.</td>
<td>9.0</td>
</tr>
<tr>
<td>2/22/2017</td>
<td>Brown, Rose</td>
<td>Banking administration.</td>
<td>0.3</td>
</tr>
<tr>
<td>2/23/2017</td>
<td>Ghafur, Ovais</td>
<td>Attend meetings with interested parties at the premises.</td>
<td>6.0</td>
</tr>
<tr>
<td>2/23/2017</td>
<td>Leung, Warren</td>
<td>Call with J. Haghiri regarding a customer order, call with counsel and team regarding document retention, customer and vendor emails.</td>
<td>1.5</td>
</tr>
<tr>
<td>Date</td>
<td>Professional</td>
<td>Description</td>
<td>Hours</td>
</tr>
<tr>
<td>------------</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>2/23/2017</td>
<td>Koroneos, Anna</td>
<td>Review of email from Wells Fargo and forward.</td>
<td>0.1</td>
</tr>
<tr>
<td>2/23/2017</td>
<td>Haghiri, Golnaz</td>
<td>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&amp;O insurance and WEPP; work on document retention matter; review AR summary.</td>
<td>9.0</td>
</tr>
<tr>
<td>2/23/2017</td>
<td>Wang, Jesica</td>
<td>Attend on site for meetings with interested parties.</td>
<td>5.0</td>
</tr>
<tr>
<td>2/23/2017</td>
<td>Youn, John</td>
<td>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.</td>
<td>9.0</td>
</tr>
<tr>
<td>2/23/2017</td>
<td>Brown, Rose</td>
<td>Banking administration.</td>
<td>0.5</td>
</tr>
<tr>
<td>2/24/2017</td>
<td>Bricks, Hartley</td>
<td>Discussion with J. Haghiri regarding A/R insurance.</td>
<td>0.5</td>
</tr>
<tr>
<td>2/24/2017</td>
<td>Haghiri, Golnaz</td>
<td>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.</td>
<td>9.5</td>
</tr>
<tr>
<td>2/24/2017</td>
<td>Wang, Jesica</td>
<td>Inventory revisions and internal communication.</td>
<td>1.5</td>
</tr>
<tr>
<td>2/24/2017</td>
<td>Youn, John</td>
<td>Inventory update for FG and RM; questions answered from Deloitte Corporate Finance team; new sale A/R collection; WEPP questions; Iron Mountain; A/R foreign exchange translation.</td>
<td>10.0</td>
</tr>
<tr>
<td>2/24/2017</td>
<td>Brown, Rose</td>
<td>Banking administration.</td>
<td>0.4</td>
</tr>
<tr>
<td>2/25/2017</td>
<td>Youn, John</td>
<td>Payroll; A/R preparation for week six.</td>
<td>4.5</td>
</tr>
<tr>
<td>2/27/2017</td>
<td>Casey, Paul</td>
<td>Briefing with H. Bricks regarding offers, etc.</td>
<td>0.2</td>
</tr>
<tr>
<td>2/27/2017</td>
<td>Bricks, Hartley</td>
<td>Correspondence concerning UTAS stamps and outstanding A/R; discussion with a number of interested parties; update discussion with P. Casey.</td>
<td>3.5</td>
</tr>
<tr>
<td>2/27/2017</td>
<td>Ghafur, Ovals</td>
<td>Follow up and communication to Interested parties.</td>
<td>6.0</td>
</tr>
<tr>
<td>2/27/2017</td>
<td>Haghiri, Golnaz</td>
<td>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.</td>
<td>8.7</td>
</tr>
<tr>
<td>2/27/2017</td>
<td>Wang, Jesica</td>
<td>Tour with an interested party and further communication with other interested parties; internal discussions and engagement management.</td>
<td>5.0</td>
</tr>
<tr>
<td>2/27/2017</td>
<td>Youn, John</td>
<td>AR questions answered; create schedule of A/P created; IM documentation; audit of cash receipts; inventory update; updated team on receivables sales detail.</td>
<td>8.0</td>
</tr>
<tr>
<td>2/27/2017</td>
<td>Brown, Rose</td>
<td>Banking administration.</td>
<td>0.5</td>
</tr>
<tr>
<td>2/28/2017</td>
<td>Casey, Paul</td>
<td>Review update regarding sale process.</td>
<td>0.1</td>
</tr>
<tr>
<td>2/28/2017</td>
<td>Bricks, Hartley</td>
<td>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.</td>
<td>5.0</td>
</tr>
<tr>
<td>2/28/2017</td>
<td>Ghafur, Ovals</td>
<td>Follow ups and communication to interested parties.</td>
<td>7.0</td>
</tr>
<tr>
<td>Date</td>
<td>Professional</td>
<td>Description</td>
<td>Hours</td>
</tr>
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<td>------------</td>
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<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>2/28/2017</td>
<td>Haghiri, Golnaz</td>
<td>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.</td>
<td>9.0</td>
</tr>
<tr>
<td>2/28/2017</td>
<td>Wang, Jesica</td>
<td>Communication with former management regarding inventory, specific items and responding to inquiries raised by a potential purchaser.</td>
<td>1.5</td>
</tr>
<tr>
<td>2/28/2017</td>
<td>Youn, John</td>
<td>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.</td>
<td>8.5</td>
</tr>
<tr>
<td>2/28/2017</td>
<td>Brown, Rose</td>
<td>Banking administration.</td>
<td>1.6</td>
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<tr>
<td>Professionals</td>
<td>Position</td>
<td>Rate</td>
<td>Hours</td>
</tr>
<tr>
<td>------------------------</td>
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</tr>
<tr>
<td>Casey, Paul</td>
<td>Partner</td>
<td>$600</td>
<td>2.3</td>
</tr>
<tr>
<td>Bricks, Hartley</td>
<td>Director</td>
<td>$500</td>
<td>48.7</td>
</tr>
<tr>
<td>Leung, Warren</td>
<td>Senior Manager</td>
<td>$450</td>
<td>34.5</td>
</tr>
<tr>
<td>Ghafur, Ovals</td>
<td>Senior Manager</td>
<td>$450</td>
<td>97.5</td>
</tr>
<tr>
<td>Anna Koroneos</td>
<td>Senior Manager</td>
<td>$450</td>
<td>0.3</td>
</tr>
<tr>
<td>Casey, Brian</td>
<td>Manager</td>
<td>$375</td>
<td>1.0</td>
</tr>
<tr>
<td>Wang, Jessica</td>
<td>Senior</td>
<td>$275</td>
<td>78.1</td>
</tr>
<tr>
<td>Haghiri, Golnaz</td>
<td>Senior</td>
<td>$275</td>
<td>129.0</td>
</tr>
<tr>
<td>Youn, John</td>
<td>Analyst</td>
<td>$125</td>
<td>158.0</td>
</tr>
<tr>
<td>Brown, Rose M</td>
<td>Administrator</td>
<td>$100</td>
<td>17.5</td>
</tr>
</tbody>
</table>

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 "B"
Receiver's Comparison of Offers
CONFIDENTIAL APPENDIX “C”
Unredacted version of the Asset Purchase Agreement
CONFIDENTIAL APPENDIX “D”
UTAS Litigation Arrangement

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
Email: djmiller@tgf.ca

Leanne M. Williams (LSUC #41877E)
Tel: 416-304-0060
Email: lwilliams@tgf.ca

Counsel to Deloitte Restructuring Inc.
TAB 3
APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
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), hypotheecs, 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


BETWEEN:

HSBC BANK CANADA

Applicant

- and –

2SOURCE MANUFACTURING INC.

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Hainey 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: ___________________________
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.

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
Email: djmiller@tgf.ca

Leanne M. Williams (LSUC #41877E)
Tel: 416-304-0060
Email: lwilliams@tgf.ca

Counsel to Deloitte Restructuring Inc.
ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

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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] 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 Sale-Agreement APA by the Receiver 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. 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]\(^4\) 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. 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]\(^5\), 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.4. 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.

\(^6\) Select the language appropriate to the land registry system (Registry vs. Land Titles).
the purposes of determining the nature and priority of Claims, the net proceeds\(^7\) 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\(^8\), 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 "a" 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. **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
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

BETWEEN

BETWEEN:

PLAINTIFF

HSBC BANK CANADA

- and -

DEFENDANT

2SOURCE MANUFACTURING INC.

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 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 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. 20140728152519027234.
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
(unaffect ed by the Vesting Order) 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
Email: djmiller@tgf.ca

Leanne M. Williams (LSUC #41877E)
Tel: 416-304-0060
Email: lwilliams@tgf.ca
## Document Comparison by Workshare 9

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FRIDAY, THE 31st
DAY OF MARCH, 2017

APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
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)

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
Email: djmiller@tgf.ca

Leanne M. Williams (LSUC #41877E)
Tel: 416-304-0060
Email: lwilliams@tgf.ca

*Counsel to Deloitte Restructuring Inc.*

HSBC BANK CANADA  
Applicant  

-and-  

2SOURCE MANUFACTURING INC.  
Respondent

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)  
Proceeding commenced at TORONTO

MOTION RECORD  
(returnable 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  
Email: djmiller@tgf.ca

Leanne M. Williams (LSUC #41877E)  
Tel: 416-304-0060  
Email: lwilliams@tgf.ca

Counsel to Deloitte Restructuring Inc.