



ONTARIO  
SUPERIOR COURT OF JUSTICE

(Commercial List)

THE HONOURABLE

JUSTICE

LAX

) FRIDAY, THE 12<sup>th</sup> DAY  
)  
) OF NOVEMBER, 2004  
)

IN THE MATTER OF AN APPLICATION UNDER SECTION 47.1 (1) OF  
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B.3, AS  
AMENDED

AND IN THE MATTER OF THE APPOINTMENT OF AN INTERIM  
RECEIVER OF NORTH AMERICAN PRINTING INC.

Applicant

ORDER

THIS APPLICATION, made by North American Printing Inc. (the "Applicant") for an Order pursuant to section 47.1(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") appointing Doyle Salewski Inc. ("DSI") as interim receiver (the "Interim Receiver") without security, of all of the assets, undertakings and properties of the Applicant was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Notice of Application dated November 5, 2004, the affidavit of Michael J.B. Somerville sworn November 8, 2004 and the Exhibits thereto, the consent of DSI to act as the Interim Receiver, and on hearing the submissions of counsel for the Applicant, and upon being advised that all persons listed on the service list were served with the Application Record,

and 2430472 Nova Scotia Company

## SERVICE

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

## APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 47.1(1) of the BIA, DSI is hereby appointed Interim Receiver, without security, of all of the Applicant's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

## INTERIM RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

- (a) only to the extent that is necessary and for the sole purpose of giving effect to one or more sales of the Property, to take possession of and control all or a portion of the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Applicant, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Applicant;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Applicant or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Applicant and to exercise all remedies of the Applicant in collecting such monies, including, without limitation, to enforce any security held by the Applicant;
- (g) to settle, extend or compromise any indebtedness owing to the Applicant;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver's name or in the name and on behalf of the Applicant, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Applicant;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Applicant, the Property or the Interim Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Interim Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000; and
- ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Interim Receiver, in the name of the Applicant;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Applicant, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Applicant;

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Applicant may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Applicant, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER**

4. **THIS COURT ORDERS** that (i) the Applicant, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Applicant, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE INTERIM RECEIVER**

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY**

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Applicant or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Applicant or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

9. **THIS COURT ORDERS** that all rights and remedies against the Applicant, the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that nothing in this

paragraph shall (i) empower the Interim Receiver or the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Applicant from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien

#### **NO INTERFERENCE WITH THE INTERIM RECEIVER**

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, without written consent of the Interim Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Applicant are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the Applicant's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

#### **INTERIM RECEIVER TO HOLD FUNDS**

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more

new accounts to be opened by the Interim Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

13. **THIS COURT ORDERS** that all employees of the Applicant shall remain the employees of the Applicant until such time as the Interim Receiver, on the Applicant's behalf, may terminate the employment of such employees. The Interim Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Interim Receiver shall disclose personal information of identifiable individuals to prospective purchasers, investors or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser, investor or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Interim Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Interim Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. **THIS COURT ORDERS** that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated,



might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE INTERIM RECEIVER'S LIABILITY**

16. **THIS COURT ORDERS** that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any cross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **PAYMENT OF THE FEES OF THE INTERIM RECEIVER AND COUNSEL**

17. **THIS COURT ORDERS** that the Interim Receiver, counsel to the Interim Receiver, and counsel to the Applicant shall be paid by the Applicant their reasonable fees and disbursements (in the case of the Interim Receiver, on the basis of a chartered accountant and its own client and, in the case of such counsel, on a solicitor and his own client basis) incurred both before and after the making of this Order as part of the costs of these proceedings, and subject to any final assessment or taxation as may be ordered by this Court, the Applicant is hereby authorized to pay weekly or other periodic accounts of the Interim Receiver, counsel for the Interim Receiver, and counsel to the Applicant when due.

18. **THIS COURT ORDERS** that DSI as Interim Receiver and independent counsel to the Interim Receiver and counsel to the Applicant shall be entitled to the benefit of and are hereby

IN RESPECT OF  
THESE PROCEEDINGS

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granted a first ranking priority charge (the "Administration Charge") on the Property on *pari passu* basis, which charge shall not exceed an aggregate amount of \$50,000, as security for their reasonable professional fees and disbursements in respect of these proceedings in accordance with the provisions of this Order.

#### PAYMENT TO CRITICAL SUPPLIERS

19. **THIS COURT ORDERS** that Unisource Canada, Inc. E. Aaron Enterprises Inc., Ernest Green & Son Ltd., Cascade Resources and Coast Paper shall be entitled to the benefit of and are hereby granted a third ranking priority charge (the "Critical Supplier Charge") on the Property on *pari passu* basis, which charge shall not exceed an aggregate amount of <sup>100,000</sup> \$200,000 as security for their supply of goods and/or services to the Applicant following the issuance of this Order.

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#### CHARGES AGAINST THE PROPERTY

20. **THIS COURT ORDERS** that the Administration Charge and the Critical Supplier Charge shall attach to all existing and after-acquired Property and the beneficiaries of the Administration Charge and Critical Supplier Charge are entitled to the benefit of and are hereby granted a fixed and floating charge, mortgage, hypothec, lien and security interest on all of the existing and after-acquired Property, as the case may be, including any lease, licence, occupation, permit, or other contract, notwithstanding any requirement for the consent of the lessor, licensor or other party to any such contract, licence, occupation permit, or any other Person, that the necessity for the giving of any such consent is hereby dispensed with, and that the absence of any such consent shall not constitute a breach of or default under any such lease, licence, occupation permit or other contract.

21. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered, if requested by the beneficiaries of the Administration Charge or the Critical Supplier Charge, to execute and deliver in favour of such beneficiaries such mortgages, charges, hypothecs, security and other documents as may be reasonably required charging and creating a security interest in all of the existing and after-acquired Property and the beneficiaries of such charges, or their counsel, are hereby authorized to take such steps as it deems necessary or appropriate to register, record of perfect the Administration Charge or the Critical Supplier Charge notwithstanding the stay provisions of this Order.

22. **THIS COURT ORDERS** that none of the beneficiaries of the Administration Charge and the Critical Supplier Charge provided hereunder shall be required to file, register, record or perfect its charge and the charge shall be valid and enforceable as against all existing or after-acquired Property for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to such charges coming into existence, notwithstanding any failure to file, register, record or perfect the charge.

23. **THIS COURT ORDERS** that the obligations secured by the Administration Charge and the Critical Supplier Charge and all documents delivered pursuant thereto shall be legal, valid and binding obligations of the Applicant and shall not otherwise be rendered unenforceable against the Applicant or the Property because or by reason of the pendency of these proceedings and the declarations of insolvency made herein, the pendency of any petitions for receiving orders hereafter issued pursuant to the BIA in respect of the Applicant, or the provisions of any federal or provincial statutes relating to oppression, fraudulent conveyances, fraudulent preferences, assignments and preferences, settlements or similar legislation.

24. **THIS COURT ORDERS** that the entering into any of the documents contemplated by paragraph 23 in connection with the Administration Charge or the Critical Supplier Charge, any payments made by the Applicant pursuant thereto whether made before, on or after the date of this Order and the creation of the Administration Charge or the Critical Supplier Charge or any payments made by the Applicant on or after the date of this Order pursuant to the above documents or any agreements, instruments or other documents delivered pursuant thereto do not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable or reviewable transactions under any applicable law.

25. **THIS COURT ORDERS** that the Administration Charge and the Critical Supplier Charge shall not be invalid or ineffective by reason of any negative covenants, prohibitions or other similar provisions with respect to incurring debt or the creation of liens or security contained in any existing agreement to which the Applicant is a party.

26. **THIS COURT ORDERS** that the Administration Charge and the Critical Supplier Charge shall survive any bankruptcy of the Applicant and shall have priority over the interest of a trustee in bankruptcy of the Applicant.

**INTERIM RECEIVER'S ACCOUNTS**

27. **THIS COURT ORDERS** the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

28. **THIS COURT ORDERS** that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

**FUNDING OF THE RECEIVERSHIP**

29. **THIS COURT ORDERS** that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise from Century Services Inc. ("Century"), such monies from time to time as it may consider necessary or desirable substantially on the terms and conditions agreed upon in writing between the Interim Receiver and Century on November 11, 2004 (the "**Century Term Sheet**"), provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest and with such fees and other charges as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures and the ongoing operations of the Applicant. The whole of the Property shall be and is hereby charged by way of a fixed and specific second ranking charge (the "**Interim Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest, fees and other charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Administration Charge and, in respect of the real property of the Applicant, subject only to a prior charge in favour of 2430472 Nova Scotia Company limited to the maximum amount of \$1,000,000 plus interest and costs.

*AND PROVIDED THAT THE AMOUNT BORROWED IS NOT GREATER THAN \$209,229 PLUS THE AMOUNT PAID OUT BY CIBC.*

30. **THIS COURT ORDERS** that the Interim Receiver's Borrowings Charge and any other security granted by the Interim Receiver in connection with its borrowings under this Order may only be enforced by Century after all applicable cure periods and on three (3) days' notice to the Interim Receiver and counsel to the Applicant.

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

32. **THIS COURT ORDERS** that the monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

33. **THIS COURT ORDERS** that no steps to enforce the Critical Supplier Charge may be taken by any of its beneficiaries on less than seven (7) days' notice to the Interim Receiver, counsel to the Applicant and counsel to Century and without the leave of this Court.

#### **EFFECTIVE TIME**

34. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. (Toronto time) on the date of this Order (the "**Effective Time**"), and that from the Effective Time to the time of the granting of this Order, any act or action taken or notice given by creditors or other persons and their agents in furtherance of their rights to commence or continue realization or take or enforce any other step or remedy against the Applicant, including the application of funds in the reduction of any debt, set-off or the consolidation of accounts, will be deemed not to have been taken or given as the case may be, subject to the right of such persons to further apply to this Court in respect of such step, act, action or notice given, provided that the foregoing shall not apply to prevent any creditor who, during such period, effected any registrations with respect to security granted prior to the date of this Order or who obtained third party consents in relation thereto.

**GENERAL**

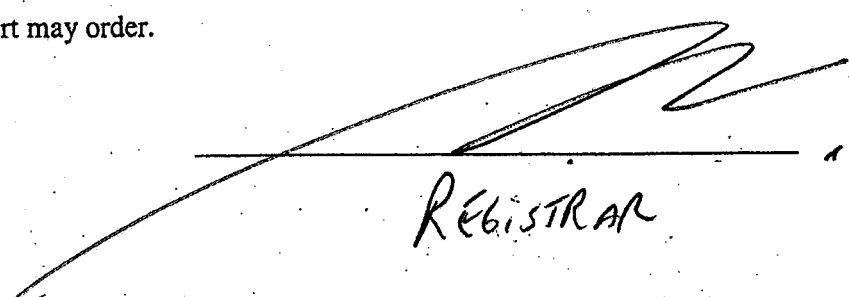
35. **THIS COURT ORDERS** that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

37. **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 Interim 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 Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

38. **THIS COURT ORDERS** that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

39. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim Receiver and the Applicant's counsel and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

  
REGISTRAR

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

NOV 12 2004

PER/PAH: 

**SCHEDULE "A"**

**INTERIM RECEIVER'S CERTIFICATE**

**CERTIFICATE NO.** \_\_\_\_\_

**AMOUNT \$** \_\_\_\_\_

1. **THIS IS TO CERTIFY** that Doyle Salewski Inc., the interim receiver (the "Interim Receiver") of all of the assets, undertakings and properties of North American Printing Inc. appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 12<sup>th</sup> day of November, 2004 (the "Order") made in an action having Court file number 04-CL-5603, has received as such Interim Receiver from the holder of this certificate, Century Services Inc. (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$500,000 which the Interim Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the last business day of each month after the date hereof at a notional rate per annum equal to the rate of 15 per cent.

3. Such principal sum and interest thereon together with all other fees and costs as set out in the Century Term Sheet is, by the terms of the Order, together with the principal sums, interest, fees and costs thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2004.

Doyle Salewski Inc., solely in its capacity as  
Interim Receiver of the Property (as defined in the  
Order), and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:



IN THE MATTER OF AN APPLICATION UNDER SECTION 47.1(1) OF THE BANKRUPTCY AND INSOLVENCY ACT,  
R.S.C. 1985, C. B.3, AS AMENDED

AND IN THE MATTER OF THE APPOINTMENT OF AN INTERIM RECEIVER OF NORTH AMERICAN PRINTING INC.

Applicant

Court File No. 04-CL-5603

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
Proceedings commenced in Toronto

**ORDER**

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Toronto, Ontario  
M5X 1A4

Justin R. Fogarty (LSUC# 26488G)  
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Solicitors for the Applicant