

WILLIAM HARVEY JONES

B A R R I S T E R & S O L I C I T O R

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TEL: (416) 596-8876 | FAX: (416) 596-0907 | EMAIL: WHJONES@WILLIAMJONES.CA

July 24, 2017

Chaitons LLP
Barristers & Solicitors
5000 Yonge Street, 10th. floor
Toronto Ontario
MM2N 7E9
Attention: Maya Poliak

And to the attached service list

Dear Sirs and Mesdames

RE: In the matter of the Notice of intention to Make a Proposal of Forte EPS Solutions Inc.

Please find attached hereto the motion record returnable on Monday July 31, 2017.

Yours very truly



William Harvey Jones

Department of Justice (Canada)
The Exchange Tower
130 King Street West, Suite 3400
P.O. Box: 36
Toronto, Ontario M5X 1K6
Email: diane.winters@justice.gc.ca

Ministry of Finance Legal Services Branch
Michael Starr Building
33 King Street West. 6th/ Floor
P.O. Box 627, Station A
Oshawa, Ontario L1H 8H5

Email: kevin.ohara@ontario.ca

Pacific High Tech Ltd
Care of Folger Rubinoff LLP
77 King Street West, Suite 3000
Toronto, Ontario M5K 1G8
Attention: W. Ross MacDougall

Email: rmacdougall@foglars.com

Travelers Leasing Ltd.
500-4180 Lougheed Highway
Burnaby, BC V 5C 6A7
Attention: Amanda Fisher and Brad Heinz

Email: AFisher@travelersfinancial.com and bheintz@travelersfinancial.com

First Source Mortgage Corporation
1 Valley Brook Drive, Suite 100
Tonto, Ontario
M3B 2S7

Care of Paliare Roland, Barristers
Attention Jeffrey Larry at 10:29 am June 6, 2017
Email: Jef.Larry@paliareroland.com

Western Ontario Mortgage Community Futures Development Corporation
330 West Street, Unit 10,
Brantford, Ontario
N3R 7V5
Attention: David Penton

Email: david@wocfdca.com

North Simcoe Community Futures Development Corporation
P.O. Box 8, 355 Cranston Crescent
Midland Ontario L4R 4K6

Email: admin@nscfdc.on.ca

2306732 Ontario Inc.
Care of Angelo Mancini
Barrister & Solicitor
505 -7050 Weston Road
Woodbridge, Ontario L4L 8G7

Emil: acm@manciniassociates.com

Court File No. 31-2253654

Estate File No. 31-2253654

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
FORTE EPS SOLUTIONS INC., A CORPORATION WITH A HEAD OFFICE IN THE
TOWN OF MIDLAND IN THE PROVINCE OF ONTARIO**

Applicant

MOTION RECORD
(Motion returnable July 31, 2017)

Date July 24, 2017

William Harvey Jones
Barrister & Solicitor
Suite 2702 – 401 Bay Street
Toronto, Ontario M5H 2Y4
Law Society # 38733J
Tel: (416) 596-8876
Fax: (416) 596-0907

Service List

Business Development Bank of Canada

Care of Chaitons LLP.

5000 Yonge Street

Toronto, Ontario

M2N 7E7

Email: maya@chaitons.com

Department of Justice (Canada)

The Exchange Tower

130 King Street West, Suite 3400

P.O. Box: 36

Toronto, Ontario

M5X 1K6

Email: diane.winners@justice.gc.ca

Ministry of Finance Legal Services Branch

Michael Starr Building

33 King Street West. 6th/ Floor

P.O. Box 627, Station A

Oshawa, Ontario

L1H 8H5

Email: kevin.ohara@ontario.ca

Pacific High Tech Ltd

Care of Folger Rubinoff LLP

77 King Street West, Suite 3000

Toronto, Ontario

M5K 1G8

Attention: W. Ross MacDougall

Email: rmacdougall@foglars.com

Travelers Leasing Ltd.

500-4180 Lougheed Highway

Burnaby, BC V 5C 6A7

Email: AFisher@travelersfinancial.com

First Source Mortgage Corporation
1 Valley Brook Drive, Suite 100
Tonto, Ontario
M3B 2S7

Email:

Western Ontario Mortgage Community Futures Development Corporation
330 West Street, Unit 10,
Brantford, Ontario
N3R 7V5
Attention: David Penton

Email: david@wocfdca.com

North Simcoe Community Futures Development Corporation
P.O. Box 8, 355 Cranston Crescent
Midland Ontario
L4R 4K6

Email: admin@nscfcd.on.ca

2306732 Ontario Inc.
Care of Angelo Mancini
Barrister & Solicitor
505 -7050m Weston Road
Woodbridge, Ontario
L4L 8G7

Emil: acm@manciniassociates.com

Court File No. 31-2253654

Estate File No. 31-2253654

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
FORTE EPS SOLUTIONS INC., A CORPORATION WITH A HEAD OFFICE IN THE
TOWN OF MIDLAND IN THE PROVINCE OF ONTARIO**

Applicant

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- 2. Proposed Re-stated order of Justice Hainey dated June 14, 2017;**
- 3. Draft Order;**
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 - a. Exhibit "A" – Notice of Intention to Make a Proposal**
 - b. Exhibit "B" – Personal Property Security Registration Search**
 - c. Exhibit "C"- Forbearance Agreement dated May 23, 2017**
 - d. Exhibit "D"- Abstract of title of Midland Lands**
 - e. Exhibit "E"- SISP Process Terms**
 - f. Exhibit "F" - Report on Cash Flow Statement July 18, 2017**
 - g. Exhibit "G" – Proposed DIP Loan Agreement.**

Date July 24, 2017

William Harvey Jones
Barrister & Solicitor
Suite 2702 – 401 Bay Street
Toronto, Ontario M5H 2Y4
Law Society # 38733J
Tel: (416) 596-8876
Fax: (416) 596-0907

TAB 1

Court File No. 31-2253654

Estate File No. 31-2253654

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

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
FORTE EPS SOLUTIONS INC., A CORPORATION WITH A HEAD OFFICE IN THE
TOWN OF MIDLAND IN THE PROVINCE OF ONTARIO**

NOTICE OF MOTION

(RETURNABLE ON JULY 31, 2017)

THE Debtor, Forte EPS Solutions Inc. (the "Debtor") will make a motion to a Judge on the Commercial List at 10:00 am on Monday, July 31, 2017, or as soon thereafter as the motion can be heard, at The Court House, 7th Floor, 330 University Avenue, Toronto, Ontario M5G 1R7.

PROPOSED METHOD OF HEARING: The motion is to be heard

- in writing under subrule 37.12.1 (1) because it is on consent;
- in writing as an opposed motion under subrule 37.12.1 (4);
- orally.

THE MOTION IS FOR an order in the form contained at Tab 1 to the Debtor's Motion record:

- (a) approving the second report of the Proposal Trustee (the "Second Report") and the activities as described therein
- (b) approving a second extension of time for the Debtor to file a proposal until September 18, 2017;
- (c) authorizing the Debtor and empowering the Proposal Trustee on behalf of the Debtor to undertake the Sales and Investment Solicitation Process as outlined in the affidavit of John Cipressi sworn July 23, 2017 (the "Cipressi Affidavit");

- (d) approving a DIP Loan Agreement (as defined in the affidavit of Cipressi Affidavit) in the amount of \$450,000.00) and granting a priority charge (the “DIP Lender’s Charge”) in favour of 16567 Highway 12 Holdings Limited (the “DIP Lender”) to secure the DIP Credit Facility to a maximum amount of \$450,000.00 in priority to all other charges and encumbrances against the Debtor’s Property except for the Administrative Charge granted by order of Mr Justice Hainey granted June 14th. 2017 (the “Initial Order”) and the security in favour of the Business Development Bank of Canada) as provided for in the amended and restated Initial Order sought herein;
- (e) approving the undertaking by the Debtor of a Sales and Investment Solicitation Process as described in the Cipressi Affidavit;
- (f) amending and restating the Initial Order in the form annexed as Schedule “A” providing for the deletions of Paragraph 3 and 4 of the Initial Order and the replacement thereof with the following:

“3. THIS COURT ORDERS AND APPROVES a charge over the property, assets and undertaking of the Debtor (the “Property”), in a maximum amount of \$100,000.00 which shall be held in trust as security for the fees and disbursements of the Proposal Trustee and its counsel and counsel for the Debtor, regardless of whether such fees and disbursements were incurred before or after the Making of this Order in respect of these proceedings (the “Proposal Trustee’s Charge”);

‘4. THIS COURT ORDERS that the Proposal Trustee’s Charge shall enjoy the following charges over the Property:

a. With respect to the Property listed in Schedule “A” to this order the Proposal Trustee’s Charge shall form a first Charge in priority to all security interests, trust liens, charges and encumbrances, statutory or otherwise, in favour of any person; and,

b. With respect to the balance of the Property, the Proposal Trustee’s Charge shall form a first charge in priority to all security interests, tristes, liens,

tristes, liens, charges, and encumbrances granted by the Debtor to any person save and except for the security interests granted by the Debtor in favour of the Business development Bank of Canada (“BDC”) in and over the Property as security for the loan and credit facilities made available by BDC to the Debtor (the “BDC Security”), in order that the Proposal Trustees Charge shall be subordinate to only the BDC Security with respect to the Property of the Debtor excluding the Property listed in Schedule “A”” .;

- (g) such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

- (a) the Debtor was established in 2011 and operates as an expanded polystyrene products manufacturer;
- (b) on May 19, 2017, the Debtor filed and notice of intention to file a proposal (the “NOI”) pursuant to Section 50.4 (1) of the *Bankruptcy and Insolvency Act* RSC. 1985 c. B-3 as amended (the “BIA”). The Proposal Trustee consented and was appointed to act;
- (c) as of the date of the NOI the Applicant had four (4) secured creditors (the “Secured Creditors”) as follows:
 - (i) Business Development Bank of Canada (“BDC”) which is issued a Notice of Intention to enforce its security pursuant to Section 244 of the BIA on November 3, 2016, and which is owed approximately \$554,000.00. BDC has entered into a forbearance agreement whereby BDC will temporarily forbear from continuing to enforce its security through the appointment of a receiver;
 - (ii) Western Ontario Community Futures Development Corporation (Southern Ontario Fund for Investment in Innovation) which is owed approximately \$440,000.00;
 - (iii) North Simcoe Community Futures Development Corporation which is owed approximately \$250,000.00; and

- (iv) Travelers Leasing Ltd. which is a lessor of certain capital equipment used by the Applicant and which is owed approximately \$400,000.00;
- (d) in addition to the Secured Creditors the Debtor is in arrears on wages and employee source deduction payments and rent due to its landlord and proposed DIP Lender, 16567 Highway 12 Holdings Inc.;
- (e) the Debtor continues to operate with the financial support of its shareholders and proposed DIP Lender, 16567 Highway 12 Holdings Inc. However, pending the completion of any sale of the assets of the Debtor, the Debtor will require additional funds to fund working capital requirements including the payment of costs of wages, salaries, statutory obligations and raw material inventory. The proposed DIP Lender, continues to forego its monthly rental payments of \$18,400.00. Presently the estimated working capital shortfall to pay such obligations and to purchase critically needed raw material inventory, is approximately \$200,000.00. In addition, the Debtor anticipates future working capital requirements to amount to an additional \$90,000.00 until mid-September 2017 and that the costs of implementing the sales and Investment process contemplated hereunder will amount to at least \$100,000. In addition, the Debtor foresees a potential addition requirement of \$40,000.00 for contingencies. These expected costs and working capital shortfalls will simply an aggregate short-term financing need of at least \$450,000.00. The DIP Lender anticipates that it will be able to advance such funds to the Debtor as required from time to time, subject to the documentation of the DIP Loan Agreement and the grant of the DIP Charge as sought in this motion;
- (f) since its appointment, the Proposal Trustee has been assisting the Debtor in preparing cash flows and preparing a sale and marketing process;
- (g) in addition, since its appointment, the Proposal Trustee has communicated with stakeholders including the Secured Creditors and the Proposed DIP Lender regarding the NOI process;
- (h) since the Initial Order, the Debtor has received expressions of interest from third parties proposing to purchase the assets of the Debtor subject to the approval of

the Creditors of the Debtor and the grant of a vesting order from this Court. Presently the Debtor is settling the terms of an offer to purchase its assets with one of these potential purchasers. Subject to the settlement of such terms in a definitive agreement, the Debtor expects to place a formal agreement before its creditors for approval. If such agreements do not materialize, the Debtor must undertake a sales and investment solicitation program as described in the Cipressi Affidavit;

- (i) the Debtor requires a further extension of time to file the proposal in order to either settle the terms of such an offer to purchase the assets of the Debtor and to seek the approval of such terms from its creditors, or alternatively complete a sales and investment solicitation process to secure such an offer;
- (j) the Proposal Trustee supports the extension of time to file the proposal until September 18, 2017, because that will allow for the process of seeking the approval of the creditors of such a sale or alternatively the development of the sales and investment solicitation process;
- (k) sections 50.4, 50.6, 64.2 and 65.13 of the BIA; and
- (l) such further and other grounds as counsel may advise and this Honourable Court may permit.

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

- (a) the affidavit of John Cipressi sworn July 21, 2017;
- (b) the Second Report and the appendices thereto; and
- (c) such further and other material as counsel may advise and this Honourable Court may permit.

Date July 24, 2017

William Harvey Jones
Barrister & Solicitor
Suite 2702 – 401 Bay Street
Toronto, Ontario M5H 2Y4
Law Society # 38733J
Tel: (416) 596-8876
Fax: (416) 596-0907

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE
JUSTICE

_____, THE _____
DAY OF JUNE, 2017

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF FORTE EPS SOLUTIONS INC., A CORPORATION WITH A HEAD OFFICE
IN THE TOWN OF MIDLAND IN THE PROVINCE OF ONTARIO**

ORDER

THIS MOTION, made by Forte EPS Solutions Inc. (the "Debtor") was heard on this 14th day of June 2017 at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Cipressi sworn June 5, 2017 and filed, the first report of Albert Gelman Inc., in its capacity as a proposal trustee (the "Proposal Trustee") dated June 9, 2017, (the "First Report") and on hearing submissions by counsel for the Debtor and counsel for the Proposal Trustee, and all others present, no others appearing although duly served as evidenced by the affidavit of William Harvey Jones, sworn June 6, 2019, and filed.

1. **THIS COURT ORDERS** that, if necessary, the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the First Report and the activities of the Proposal Trustee and its counsel be and are hereby approved.
3. ~~**THIS COURT AUTHORIZES AND APPROVES**~~ a charge over the property, assets and undertaking of the Debtor (the "Property"), in the maximum amount of \$100,000

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~~which shall be held as security for the fees and disbursements of the Proposal Trustee and its counsel and counsel for the Debtor, regardless of whether said fees and disbursements were incurred before or after the making of this Order in respect of these proceedings (the "Proposal Trustee's Charge"), and the Proposal Trustee's Charge shall, form a first charge over the Property in priority to all security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any person, with the exception of the security interest granted by the Debtor in favour of Business Development Bank of Canada ("BDC") in and over the Property as security for the loan facilities made available by BDC to the Debtor (the "BDC Security"). For greater clarity, the Proposal Trustee's Charge shall be subordinate to the BDC Security.~~

~~4.3. THIS COURT ORDERS that nothing in this Order shall affect the rights of BDC or obligations owing to BDC under the BDC Security including, without limitation, the enforcement rights thereunder.~~

3 THIS COURT ORDERS AND APPROVES a charge over the property, assets and undertaking of the Debtor (the "Property"), in a maximum amount of \$100,000.00 which shall be held in trust as security for the fees and disbursements of the Proposal Trustee and its counsel and counsel for the Debtor, regardless of whether such fees and disbursements were incurred before or after the Making of this Order in respect of these proceedings (the "Proposal Trustee's Charge");

4. THIS COURT ORDERS that the Proposal Trustee's Charge shall enjoy the following charges over the Property:

- a. With respect to the Property listed in Schedule "A" to this order the Proposal Trustee's Charge shall form a first Charge in priority to all security interests, trust liens, charges and encumbrances, statutory or otherwise, in favour of any person; and,
- b. With respect to the balance of the Property, the Proposal Trustee's Charge shall form a first charge in priority all security interests, tristes, liens, charges, and encumbrances granted by the Debtor to any person save and except for the security interests granted by the Debtor in favour of the Business development Bank of Canada ("BDC") in and over the Property as security for the loan and credit facilities made available by BDC to the Debtor

the Debtor (the "BDC Security"), in order that the Proposal Trustees Charge shall ~~be~~⁸ subordinate to only the BDC Security with respect to the Property of the Debtor excluding the Property listed in Schedule "A" .:

5. **THIS COURT ORDERS** that the time for the Debtor to file its proposal to its creditors be and the same is hereby extended to August 2, 2017-

5.4.

(Signature of Judge)

SCHEDULE A

This schedule is in addition to Lease Agreement number E0195 between TRAVELERS LEASING LTD. (as Lessor) and Forte EPS Solutions Inc. (as Lessee) and forms part of the contract.


Equipment Description:

- (1) Used Infra Model 3000-A Universal Automatic Moulding & Laminating Machine S/N 288
 - (1) Technodinamica Contour TD400/1 Cutter S/N 20133500
 - (1) Micro Recycling "In-A-Box" S/N 14012467
 - (1) EPS Machine Greenmax A-C100 S/N 131108
 - (1) United "Smart 1" Table Model Electromechanical Testing Machine S/N 0714548
 - (1) Hirsch Movicon X Monolith E4 Platform S/N 1W1360022634
- and all parts, attachments and accessories

TRAVELERS LEASING LTD.



Forte EPS Solutions Inc.



Dominic Zita, Director

TAB 2

SCHEDULE "A"

Court file No. 31-2253654
Estate File No. 31-2253554 ¹⁰

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE
JUSTICE HAINEY

Wednesday, THE 14th .
DAY OF JUNE, 2017

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF FORTE EPS SOLUTIONS INC., A CORPORATION WITH A HEAD OFFICE
IN THE TOWN OF MIDLAND IN THE PROVINCE OF ONTARIO**

AMENDED AND RE-STATED ORDER DATED JUNE 14, 2017

THIS MOTION, made by Forte EPS Solutions Inc. (the "Debtor") was heard on this 14th day of June 2017 at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Cipressi sworn June 5, 2017 and filed, the first report of Albert Gelman Inc., in its capacity as a proposal trustee (the "Proposal Trustee") dated June 9, 2017, (the "First Report") and on hearing submissions by counsel for the Debtor and counsel for the Proposal Trustee, and all others present, no others appearing although duly served as evidenced by the affidavit of William Harvey Jones, sworn June 6, 2019, and filed.

1. **THIS COURT ORDERS** that, if necessary, the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the First Report and the activities of the Proposal Trustee and its counsel be and are hereby approved.
3. **THIS COURT ORDERS AND APPROVES** a charge over the property, assets and undertaking of the Debtor (the "Property"), in a maximum amount of \$100,000.00

which shall be held in trust as security for the fees and disbursements of the Proposal Trustee and its counsel and counsel for the Debtor, regardless of whether such fees and disbursements were incurred before or after the Making of this Order in respect of these proceedings (the "Proposal Trustee's Charge");

4. THIS COURT ORDERS that the Proposal Trustee's Charge shall enjoy the following charges over the Property:

a. With respect to the Property listed in Schedule "A" to this order the Proposal Trustee's Charge shall form a first Charge in priority to all security interests, trust liens, charges and encumbrances, statutory or otherwise, in favour of any person; and,

b. With respect to the balance of the Property, the Proposal Trustee's Charge shall form a first charge in priority all security interests, tristes, liens, charges, and encumbrances granted by the Debtor to any person save and except for the security interests granted by the Debtor in favour of the Business development Bank of Canada ("BDC") in and over the Property as security for the loan and credit facilities made available by BDC to the Debtor (the "BDC Security"), in order that the Proposal Trustees Charge shall be subordinate to only the BDC Security with respect to the Property of the Debtor excluding the Property listed in Schedule "A" .;

5. THIS COURT ORDERS that the time for the Debtor to file its proposal to its creditors be and the same is hereby extended to August 2, 2017.

(Signature of Judge)

SCHEDULE A

This schedule is in addition to Lease Agreement number E0195 between TRAVELERS LEASING LTD. (as Lessor) and Forte EPS Solutions Inc. (as Lessee) and forms part of the contract.


Equipment Description:

- (1) Used Infra Model 3000-A Universal Automatic Moulding & Laminating Machine S/N 288
 - (1) Technodinamica Contour TD400/1 Cutter S/N 20133500
 - (1) Micro Recycling "In-A-Box" S/N 14012467
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 - (1) Hirsch Movicon X Monolith E4 Platform S/N 1W1360022634
- and all parts, attachments and accessories

TRAVELERS LEASING LTD.



Forte EPS Solutions Inc.



Dominic Zita, Director

TAB 3

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

THE HONOURABLE
JUSTICE

MONDAY, THE 31ST.
DAY OF JULY, 2017

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF FORTE EPS SOLUTIONS INC., A CORPORATION WITH A HEAD OFFICE
IN THE TOWN OF MIDLAND IN THE PROVINCE OF ONTARIO**

ORDER

THIS MOTION, made by Forte EPS Solutions Inc. (the “Debtor”) was heard on this 31st. day of July 2017 at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Cipressi sworn July 23, 2017 and filed, (the Cipressi Affidavit”), the second report of Albert Gelman Inc., in its capacity as a proposal trustee (the “Proposal Trustee”) dated July ne, 2017, (the “Second Report”) and on hearing submissions by counsel for the Debtor and counsel for the Proposal Trustee, and all others present, no others appearing although duly served as evidenced by the affidavit of William Harvey Jones, sworn July 24, 2019, and filed.

1. **THIS COURT ORDERS** that, if necessary, the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Second Report and the activities of the Proposal Trustee and its counsel be and are hereby approved.

SALE PROCESS

3. **THIS COURT ORDERS** that the Debtor is authorized to carry out the Sales and

Investment Solicitation Process in the manner described generally in Schedule “A” (the “SISP”).

4. **THIS COURT ORDERS** that the Proposal Trustee be and it hereby authorized to take all steps required or in its opinion necessary and desirable to assist the Debtor to undertake the DIP Financing (as hereinafter defined) and to create the DIP Charge (as hereinafter defined) and to undertake the SISP including without limitation to:
- a. To assist the Debtor in the preparation of and dissemination to interested buyers of all material necessary to implement the SISP;
 - b. To assist the Debtor in preparing necessary financial statements including cash flow statements; and
 - c. To assist the Debtor in the preparation and implementation of necessary documents related to the creation of DIP Finance as hereinafter defined and the preparation and delivery of the Definitive Documents as hereafter defined a DIP Charge as hereinafter defined.

DIP FINANCING

5. **THIS COURT ORDERS** that the execution and delivery by the Debtor of the DIP Loan Agreement as defined in the Cipressi Affidavit is hereby approved *nunc pro tunc*, and the Debtor is hereby authorized and empowered to perform its obligations under the DIP Loan Agreement (subject to obtaining such Court and other approvals as may be required in connection with any step or transaction contemplated therein) and to obtain and borrow under the DIP Loan Agreement between the Debtor and borrower and 16567 Highway 12, Holdings Limited as lender (the DIP lender”) to finance the Debtor’s working capital requirements (including occupational rent payable), the SISP and other general corporate purposes ad capital; expenditures provided that the borrowing under such credit facility shall; not exceed \$450,000.00.
6. **THIS COURT ORDERS** that the Debtor and the DIP Lender are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges general security agreements, together with the DIP Loan Agreement (collectively the “Definitive Documents”) as contemplated by the DIP Loan Agreement or as may be

reasonably required by the DIP Lender together with such modification thereto as may be reasonably required and as may be agreed to by the Debtor, the DIP Lender and consented to by the Proposal Trustee. The Debtor is hereby authorized and directed to pay and perform all its indebtedness, interest, fees, liabilities and obligations due and owing to the DIP Lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding the provisions of any other order.

7. **THIS COURT ORDERS** the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") upon all the property assets and undertaking of the Debtor (hereinafter the "Property"). The DIP Lenders Charge and any contractual interests granted by the Debtor pursuant to the definitive Documents shall attach to the Property and secure the obligations under the Definitive Documents. The DIP Lender's Charge shall have the priority set out in paragraph 8 below.
8. **THIS COURT ORDERS** that the Proposal Trustee's Charge granted by order of Justice Hainey made June 14, 2017 herein, the DIP Lender's Charge shall as among them be entitled to the following priorities:
 - a. First - The Proposal Trustee's Charge to a maximum of \$100,000;
 - b. Second- The DIP Lender's Charge to a maximum of \$450,000.
9. **THIS COURT ORDERS** that subject to the provisions of paragraph 8 hereof, each of the Proposal Trustee's Charge the DIP Lender's Charge and the BDC Security.
5. **THIS COURT ORDERS** that the time for the Debtor to file its proposal to its creditors be and the same is hereby extended to August 18, 2017.

(Signature of Judge)

Schedule "A" to the order of July 31, 2017

SALE AND INVESTMENT SOLCITATION PROCESS (“SISP”)

Forte EPS Solutions Inc. (the “Debtor”)

Defined Terms

1. All capitalized terms contained herein but not otherwise defined herein shall have the Meanings given to them in the order granted b the Ontario Superior Court of Justice (Commercial List) (the “Court”) on July 31, 2017 (the [” Approving Order”) in respect of the Debtor’s proceedings commenced under the *Bankruptcy and Insolvency Act* (the “BIA”).

SISP Procedures

2. The SISP Procedures set forth herein are intended to establish the following:
- (a) the manner in which the Debtor’s property or the potential investment under the SISP should be advertised whether through traditional media or through other means will be brought to the attention of prospective buyers or investors;
 - (b) The manner through which the protective buyers can obtain due diligence and other disclosure materials; and
 - (c) the manner through which prospective buyer can become qualified Bidders;
 - (d) The manner of receipt and negotiation of offers received;
 - (e) The Process for the selection of the Successful Bidder; and
 - (f) process for the Court’s approval of any sale
3. The SISP will be conducted by the Proposal Trustee;
4. As soon as possible after the order of the Court approving the SISP Process the Proposal Trustee will use commercially reasonable efforts o identify prospective purchaser and investors. Thereafter the Proposal Trustee will issue invitations to such potential purchaser’s and investors Debtor including description of the acquisitions or the investment opportunity (the “Solicitation Letter”). The Solicitation Letter shall set forth the process whereby any prospective purchaser or investor can obtain access to confidential inflation concerning the potential acquisition or investment and access a confidentiality and non-disclosure agreement for delivery to the Proposal Trustee.
5. In order for such Prospective Bidder to participate in the SISP, the Proposal Trustee must receive a non-letter of intent form such Prospective Bidder (the “LOI”) on ore before August 25, 2017 which LOI shall include:

- (a) The specific financial terms and conditions inducing whether the proposal is a purchase of the assets or an investment;
 - (b) An acknowledgement that any purchase or investment is on an “as is where is basis”
 - (c) A description of any liabilities to be assumed;
 - (d) A timeline to closing;
 - (e) An estimate of the number of employees of the Debtor who will become employees of the prospective Bidder;
 - (f) Evidence of the Prospective Bidder’s ability to consummate and perform any proposed transactions; and
 - (g) A time line to closing of the proposed transition which must occur on or before September 15, 2017; and
 - (h) Such other information as may be reasonably requested by the Proposal Trustee
6. The Debtor and the Proposal Trustee will evaluate any letter of Intent that and at the same time identify the qualified Prospective Bidders;
7. Offers from qualified Prospective Bidders must be received by the Proposal Trustee before 5:00 m Toronto Time the 30th of August 2017(the “Offer Deadline”) and remain open for acceptance until 5:00 pm September 5th. 2017(the “Acceptance Date”).
8. An offer will only be considered a qualified offer if it is submitted by a qualified bidder before the offer deadline and if it meets the following requirements:
 - (a) It is irrevocable until after the Closing Date;
 - (b) It includes evidence that the Proposed Purchaser has the financial means to complete the proposed acquisition or investment;
 - (c) Include an acknowledgement that the purchaser or investor has relied solely on an independent review and investigation and that its has not relied on any representation by the Debtor the Proposal Trustee or their respective agents employees or advisers;
 - (d) Does not contain and material conditions to closing other than Court approval or required consents except such conditions that the Debtor and the Proposal Trustee explicitly agrees to;
 - (e) It is reasonable to conclude that the agreement will conclude on or before September 15, 2017; and
 - (f) It does not entitle any proposed purchaser to claim any break up termination or similar pare fees or expense claim.
9. In the event that more than one qualified offer is received the Proposal Trustee, the Debtor may:
 - (a) Close on such offer and take such steps as are required to complete the agreement so proposed; or

(b) Continue negotiations with a select number of qualified bidders with a view to finalizing an agreement with one of such selected qualified bidders.

10. Neither the Debtor or the Proposal Trustee will be under any obligation to accept any offer received through the SISP process and may recommend for approval by the court offers received by the Debtor received outside the SISP process.
11. The Debtor will apply for the approval of the Court of any offer (the "Approval Motion") and for order authorizing the Debtor to enter into any necessary agreement to complete and proposed agreement and to undertake and grant such orders as may be reasonably required effect to any agreement.
12. Prior to bringing any Approval Motion the successful Bidder must provide a deposit of at least fifteen (15%) percent of its purchase price or investment amount as a deposit. Such deposit will be held in trust by the Proposal Trustee and used in accordance with the successful bid upon closing.
13. In the event that the deposit is forfeited for any reason the is shall be forfeited as liquidated damages and not as a penalty.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF FORTE EPS INC.

(Short title of proceeding)

Court file no. 31-2253654
Estate File no. 31-2253654

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL DIVISION**

ORDER

William Harvey Jones
Barrister and Solicitor
Suite 2702 – 401 Bay Street
Toronto, Ontario
M5H 2Y4
LSUC # 38733J

(416) 596-8876
Fax: (416) 596-0907

Solicitor for the Debtor

TAB 4

Court File No. 31-2253654

Estate File No. 31-2253654

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
FORTE EPS SOLUTIONS INC., A CORPORATION WITH A HEAD OFFICE IN THE
TOWN OF MIDLAND IN THE PROVINCE OF ONTARIO

Applicant

AFFIDAVIT OF JOHN CIPRESSI SWORN JULY 23, 2017

I, John Cipressi, businessman, of the City of Mississauga, Province of Ontario, make oath and say as follows:

1. I am a shareholder, director and the vice president and chief executive officer of Forte EPS Solutions Inc. the applicant herein (hereinafter the “Debtor”) and as such I have personal knowledge of the facts and matters hereinafter deposed to except where such facts and matters are stated to be based upon information and belief and where so stated I verily believe the same to be true.

2. The Debtor is a corporation incorporated under the *Canada Business Corporations Act* with its registered office located at 16567 Highway 12, Midland Ontario. My co-director Dominic Zita and I are the shareholders of the Debtor.

3. The Debtor carries on business as an expanded polystyrene manufacturer servicing the construction, insulation, construction and packaging industries throughout Ontario, Quebec and the north-eastern USA. The Debtor employs 15 persons in its manufacturing and management activities in Midland Ontario.

4. On May 19, 2017, the Debtor filed a Notice of Intention to make a Proposal to its Creditors (the “NOI”) pursuant to Section 50.4 (1) of the *Bankruptcy and Insolvency Act* (the “BIA”). Albert Gelman Inc. consented to act and was appointed as proposal trustee (the “Proposal Trustee”).

5. I am also a shareholder and a director of 16567 Highway 12 Holdings Limited, (hereinafter the “Proposed DIP Lender”), a corporation incorporated under the *Canada Business Corporations Act*. The Proposed DIP Lender owns the business premises from which the Debtor operates and has provided additional security to two of the Debtor’s secured creditors as described below. In so doing, the Proposed DIP Lender and the Debtor entered into a forbearance agreement with the Business Development Bank of Canada (hereinafter “BDC”) pursuant to which The Proposed DIP Lender, amongst other matters, guaranteed the indebtedness of the Debtor owing to the BDC and granted security by way of a third collateral mortgage over the Proposed DIP Lender’s its real estate located at 16567 Highway 12, Midland, Ontario (hereinafter the “Midland Lands”) as described below.

The Indebtedness

6. Annexed hereto and marked as Exhibit “A” to this affidavit is a true copy of the Form 33 Notice of Intention to Make Proposal filed by the Debtor pursuant to Section 50.4(1) of the BIA, included with which is a list of all the creditors of the Debtor having claims more than \$250.00. These claims exceed \$7,590,000.00.

7. Annexed hereto marked as Exhibit “B” to this affidavit is a copy of a search of the Ontario Private Property Security Registration System (the “PPSR”) in respect of the registrations against the Debtor as of April 5, 2017. The search discloses the of the following outstanding registrations against the Debtor (which are listed below in the order of registration):

- (a) North Simcoe Futures Development Corporation (herein “North Simcoe”) in respect of certain equipment, pursuant to which North Simcoe claims an indebtedness of \$225,500.00;
- (b) Business Development Bank of Canada (hereinafter “BDC”) in respect of inventory, equipment, accounts and motor vehicles, pursuant to which BDC claims and indebtedness of \$554,785.00;
- (c) Western Ontario Community Futures Development Corporation Association (herein after “SOFFI”) in respect of inventory, equipment, accounts, and motor pursuant to which SOFFI claims an indebtedness of \$440,427.00;

- (d) First Source Mortgage Corporation (hereinafter “First Source”) in respect of inventory, equipment, accounts and motor vehicles pursuant to which First Source claims and indebtedness of \$18,300.00; and
- (e) Travelers Leasing Ltd (hereinafter “Travelers”) in respect of certain equipment in pursuant to which Travelers claims an indebtedness of \$399,800.00.

All of the said secured creditors described in this paragraph 7 are hereinafter collectively referred to as the “Secured Creditors”.

8. All of the Secured Creditors claim that the Debtor is in default under their respective security arrangements. However, of the Secured Creditors, only BDC has issued notice of its intention to enforce its security pursuant to Section 244 of the BIA. BDC issued its Section 244 Notice of Intention to Enforce its security to the Debtor on November 3, 2016. In April of 2017 BDC issued an application pursuant to Section 243 (1) of the BIA and Section 101 of the *Courts of Justice Act* seeking the appointment of a receiver.

The Forbearance Agreement and the Sale of the Midland Lands by the Proposed DIP Lender

9. On May 23, 2017 the Debtor, the Proposed DIP Lender and BDC entered a forbearance agreement (hereinafter the “Forbearance Agreement”) pursuant to which BDC agreed to forbear from the enforcement of its security over the assets of the Debtor upon certain terms including the delivery of a corporate guarantee of the obligations of the Debtor by the Proposed DIP Lender and the grant of a third collateral mortgage over the Midland Lands owned by the Proposed DIP Lender to secure the guarantee obligation. Annexed hereto and marked as Exhibit “C” is a true copy of the Forbearance Agreement.

10. The Midland Lands owned by the Proposed DIP Lender are subject to the following encumbrances:

- (a) A first mortgage/ charge in favour of First Source Mortgage Corporation securing an approximate indebtedness of \$2,300,000.00;

- (b) A second mortgage/ charge of lands securing the guarantee granted by 16567 Corporation of the SOFFI obligations in the approximate amount of \$440,427.00 due from the Debtor; and
- (c) A third mortgage /charge of lands securing the guarantee granted by 16567 Corporation of the BDC obligations in the approximate amount of \$554,785.00 due from the Debtor as required under the Forbearance Agreement.

Annexed hereto and marked as Exhibit “D” to this affidavit is a true copy of a title abstract of the Midland Lands.

11. Most importantly, the Forbearance Agreement, which extends until August 30, 2017, contemplates the completion of the sale of the Midland Lands by the Proposed DIP Lender to a third party, 2306732 Ontario Inc., which transaction was scheduled to complete on July 25, 2017. It appears that despite the ability of the proposed purchaser to obtain financing, it is not being satisfied with the conditions of the Midland Lands and has failed to waive the conditions precedent contained in the agreement of purchase and sale.

12. As anticipated, the second extension of the stay in order to allow the Debtor to prepare its proposal, as requested in this motion, continues to be necessary. Subject to the grant by the court of a priority security for such advances, as requested in this motion (the “DIP Charge”) the Proposed DIP Lender anticipates advancing necessary operating funds to the Debtor prior to the filing of the proposal.

Orders Sought

13. The Debtor is seeking an order:
- (a) Approving the second report of the Proposal Trustee and its activities as described herein;
 - (b) Approving a second extension of time for the Debtor to file a proposal until September 18, 2017
 - (c) Authorising the Debtor and empowering the Proposal Trustee to undertake a sales and investment solicitation program as described herein; and

- (d) Approving a DIP Loan Agreement and the Definitive Documents as described herein securing advances to the Debtor of up to \$450,000.00 and the grant of a priority charge (hereinafter described as the “DIP Lenders’ Charge”), to secure the DIP credit facility in priority to all other charges and encumbrances against the Debtor’s Property except the Administrative Charge granted by Mr Justice Hainey on June 14, 2017 (the “Initial Order”) and the security in favour of the BDC; and
- (e) An order amending and restating the Initial Order to clarify the priorities between the Administrative Chagre and the security in favour of the BDC.

Cash Flow Analysis and Re-structuring Alternatives

The SISP Process

14. The Debtor and the Proposed DIP Lender believe that during the proposed extension, a SISP operated by the Debtor and the Proposal Trustee as described the SISP Process Description set forth as Exhibit “E” to this affidavit, should be established.

15. During the proposed extension of the stay of proceedings, the Debtor intends to discuss the potential sale or financing of the business assets of the Debtor with potential purchasers or investors. Presently, management is discussing this process and is developing a formal sales and investment solicitation process (hereinafter “SISP”). I believe that during the proposed extension, the SISP process can be developed and established and that several offers of finance or offer to purchase the Debtor or its assets under a proposal will be forthcoming. Concurrently management is seeking financing from investors to fund the interim cash flow needs of the Debtor. I believe that the Debtor requires the extension requested to adequately develop the SISP and to obtain offers of finance or offers to purchase and that such an extension, if granted, will be in the best interests of all stakeholders, including the secured and unsecured creditors and the employees of the Debtor.

An Existing Non-Binding Term Sheet

16. Over the past six months the Debtor has had discussions with several parties concerning the proposed purchase of the Debtor or its assets under a proposal under the BIA. On July 21, 2017, the Debtor entered into a “Term Sheet” prepared on behalf of a significant commercial

enterprise, as proposed purchaser, the terms of which are currently non-binding except as to its confidentiality and non-disclosure provisions. This “Term Sheet” sets forth the terms of a proposed sale of the Debtor’s assets as a going concern, which terms, if reduced to an agreement, would be subject to the approval of the creditors of the Debtor and a vesting order of this Court vesting title to the purchased assets in the purchaser. The Debtor is currently negotiating the terms of an agreement pursuant to this Term Sheet and is optimistic that an agreement may be reached.

The Proposed DIP Loan and the DIP Charge

17. The Debtor has worked with the Proposal Trustee and it has recently prepared and provided the Proposal Trustee with an up-dated cash flow analysis. Annexed hereto and marked as Exhibit” F” in the Report on Cash Flow Statement filed by the Debtor on July 18, 2017.

18. The Debtor continues to operate with the financial support of its shareholders and the Proposed Dip Lender. 16567 Highway 12 Holdings Limited. However, pending the completion of any sale of the assets of the Debtor, the Debtor will require additional funds to fund the working capital requirements including the payment of the costs of wages, salaries statutory obligations and additional raw material inventory. A synopsis of these anticipated costs and the attendant additional cash flow demands is as follows:

- (a) Cash flow shortfall reflected in the Cash Flow analysis set forth as Exhibit E- \$90,000.00;
- (b) Additional raw material inventory purchases necessary to complete new orders presently on the books, - \$200,000.00;
- (c) Costs of implementing the SISP - \$100,000.00
- (d) Contingency for unanticipated costs - \$40,000.00.

19. Accordingly, I estimate the potential maximum cash flow short fall of the Debtor between now and September 18, 2017 may amount to \$450,000.00.

20. The Proposed DIP Lender proposes to fund these shortfalls as needed from time to time. I

personally expect to be in a position to advance necessary funds into the Proposed DIP Lender to fund some or all of these requirements.

21. To evidence and secure the advances, the Proposed DIP Lender proposes to enter into a loan agreement in the form annexed hereto as Exhibit "G" and to execute and deliver the Loan Agreement and collateral security documents, all of which are collectively referred to as the Definitive Documents, together with such amendments and modifications as may be reasonably necessary and which may be approved by the Proposal Trustee. The Proposed DIP Lender is seeking a priority charge granting a security interest in the property of the Debtor ranking in priority to all charges affecting such property except the Administrative Charge granted in the Initial Order and the security interest of the BDC.

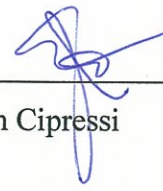
22. I swear this affidavit in support of an order:

- (a) Approving an extension of time for the Debtor to file its proposal until September 18, 2017;
- (b) Authorizing the Debtor to enter into and undertake the SISP process described on the SISP Process Description attached as Schedule "E" hereto;
- (c) Granting a priority charge (the "DIP Finance Charge") in favour of the 16567 Highway 12 Holdings Limited which charge shall rank in priority above all other secured interests attached to the Property of the Debtor except for the Administrative Charge granted by Justice Hainey on June 14, 2014 and the security interests of The Business Development Bank of Canada as described in the said Initial Order;
- (d) Approving the second report and activities of the Proposal Trustee and its counsel as described therein; and
- (e) Such further and other relief as counsel may advise and the court may approve.

SWORN BEFORE ME at the)
City of Toronto, in the)
Province of Ontario this 23)
Day of July 2013)



A Commissioner, etc.



John Cipressi

Exhibit A to the affidavit
of JOHN CIPRESSI
sworn the 23 day of July, 2017.



Commissioner, etc.

District of:
Division No. -
Court No.
Estate No.

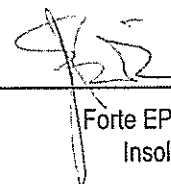
- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the matter of the proposal of
Forte EPS Solutions Inc.
of the city of Midland, in the Province of Ontario

Take notice that:

1. I, Forte EPS Solutions Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. Albert Gelman Inc. of 100 Simcoe Street, Suite 125, Toronto, ON, M5H 3G2, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the city of Toronto in the Province of Ontario, this 19th day of May 2017.



Forte EPS Solutions Inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of: Ontario
 Division No. 03 - Barrie
 Court No. 31-2253654
 Estate No. 31-2253654

- FORM 33 -

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

In the matter of the proposal of
 Forte EPS Solutions Inc.
 of the city of Midland, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
2306732 Ontario Inc.	c/o Millenium Disposal Service 2440 Beryl Road Oakville ON L6J 7X4		550,000.00
407 ETR Express Toll Route Marion Richardson/Collections	6300 Steeles Ave W Woodbridge ON L4H 1J1		776.33
Advance Specialties USD	P.O. BOX 349 3735 HIGHWAY 22 GLEASON TN 38232		2,017.40
BASF Canada Inc.	P.O. BOX 15248 STATION A TORONTO ON M5W 1C4		762.60
Bernard Baum, LLB	SUITE 10 & 11 1540 LODESTAR ROAD TORONTO ON M3J 3C5		41,000.00
Business Development Bank of Canada ATT: Maya Poliak	c/o Chaltons LLP 500 Yonge Street, 10th Floor Toronto ON M2N 7E9		554,785.16
Carlson Construction	725 RUNNINGBROOK DRIVE MISSISSAUGA ON L4Y 2R9		2,475.00
CCH Excavating Inc.	P.O. BOX 159 Port McNicoll ON L0K 1R3		3,835.95
Cdn Business Health Management Inc.	75 MISSISSAUGA STREET WEST ORILLIA ON L3V 3A7		1,440.75
Cheval	P.O. Box 1262 STN B Mississauga ON L4Y 3W4		230,000.00
Domenic Frasca	220 Whitturch Mississauga ON L5A 4B3		439,944.49
Dominic Zita	5063 Summersky Court Mississauga ON L5M 0R3		1,500,000.00
Eisses Enterprises	901 ESSA ROAD BARRIE ON L9J 0B1		4,106.42
Enbridge Gas	P.O. BOX 680 SCARBOROUGH ON M1K 0A9		9,071.87

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

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

In the matter of the proposal of
 Forte EPS Solutions Inc.
 of the city of Midland, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Essex Energy	2199 BLACKACRE DRIVE SUITE 2 OLD CASTLE ON N0R 1L0		4,409.66
Fastenal Canada, LTD	860 TRILLIUM DRIVE SUITE 117 KITCHENER ON N2R 1K7		3,597.96
First Source Mortgage Corporation	1 VALLEYBROOK DRIVE SOUTH UNIT 100 TORONTO ON M3B 2S10		18,300.00
Fred Hook LTD	BOX 248 MIDLAND Midland ON L4R 4K11		156,041.82
Greywall Coatings INC	165 DRIVE INN ROAD, UNIT 4 SAULT ST MARIE ON P6B 5X8		2,460.33
Ideal Supply Company Limited	869 KING STREET MIDLAND ON L4R 0B10		2,954.11
Jason Pasqualino	417 Lanor Ave Mississauga ON M8W 2R7		25,300.00
JD Hubbert	200 EVANS AVE., UNIT 11 TORONTO ON M8Z 1J10		508.50
John Cipressi	72 Bourgeois Beach Road Victoria Harbour ON L0K 2A0		1,500,000.00
Klenzoid	P.O. BOX 3857 COMMERCE COURT POSTAL STN TORONTO ON M5L 1K4		6,277.24
Kreston GTA LLP	8953 WOODBINE AVE., MARKHAM ON L3R 0J12		7,673.98
Linde Canada Limited	P.O. BOX 4070 STN A TORONTO ON M5W 1M6		653.81
Lino Tonic	2020 Winston Park Drive, Suite 101 Oakville ON L6H 6X7		49,424.22
Maria Pierucci	23 Highview Ave Toronto ON M3M 1C5		205,000.00
MRT Automation Ltd	P.O. BOX 517 MIDLAND ON L4R 4L6		3,765.30

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -

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

In the matter of the proposal of
 Forte EPS Solutions Inc.
 of the city of Midland, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
NATS	2525 HAINES ROAD MISSISSAUGA ON L4Y 1Y10		270,990.00
NAXXAR Consulting	539 KINGSTON ROAD WEST AJAX ON L1S 6M4		3,359.14
New Electric Enterprises Inc.	3185 DUNDAS STREET WEST OAKVILLE ON L6M 4J7		15,217.56
North Simcoe Community Futures Development Corporation	105 Fourth St., P.O. Box 8 Midland ON L4R 4K9		225,500.00
Nova Chemicals US	P.O BOX 8011 POSTAL STN A TORONTO ON M5W 3W8		158,000.00
Pacific High Tech	4789 Yonge Street Unit 716 Toronto ON M2N 0G6		518,250.89
PBS Freight Systems Inc	8760 JANE ST., UNIT #16 VAUGHAN ON L4K 2M12		10,750.00
Phillip & Fill	33 Hiawatha Pkwy Mississauga ON L5G 3S1		60,000.00
POWER FACTOR SERVICES LTD.	1235 FAIRVIEW STREET SUITE 299 BURLINGTON ON L7S 2K12		937.90
Prestige Property Tax Specialists	1025 KING STREET EAST CAMBRIDGE ON N3H 3P8		6,274.55
Pro Windows and Doors Ltd.	1 GOODMARK PLACE SUITE 3 ETOBICOKE ON M9W 6M4		34,891.00
PUC Midland Power Utility Corporation	P.O. BOX 820 MIDLAND ON L4R 4P7		13,886.21
Regency Plastics Company Ltd	50 BRISBANE ROAD DOWNSVIEW ON M3J 2K5		7,063.78
SCC Electrical	P.O. BOX 444 MIDLAND ON L4R 4L6		1,268.59
SCE Construction	29 MEDVLIA AVE TORONTO ON M8Z 5L9		1,000.00

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -

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

In the matter of the proposal of
Forte EPS Solutions Inc.
of the city of Midland, in the Province of Ontario

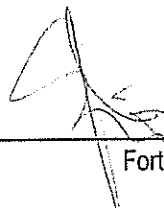
List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Sievert Financial Services Inc.	43 COLBORNE STREET TORONTO ON M5E 1E6		15,425.00
SKID - Freight Brokers, Inc.	P.O. BOX 85 SAINTE MARTHE SUR LE LAC QC J0N 1P0		2,186.55
Steam Specialties	40 CORSTATE AVE. VAUGHAN ON L4K 4X5		1,966.88
Sunnyside Machine & Hydraulics	1178 EVERTON ROAD MIDLAND ON L4R 5J5		811.95
Telus	P.O. BOX 5300 BURLINGTON ON L4R 4S11		1,277.38
Thermaloc Italy SRL	VIA BONANOMI 3, COMO, IT 22100 IT		904.76
Total Quality Logistics	P.O. BOX 634558 CINCINNATI OH 45263 4561		3,953.92
Travelers Leasing	800-9900 KING GEORGE BLVD. SURREY BC V3T 0K10		399,800.16
Travelers Transportation Services	195 HEART LAKE ROAD S. BRAMPTON ON L6W 3N9		2,926.17
Triple Tech ESJ	1050 KING STREET MIDLAND ON L4R 0B11		1,310.50
Underwriters Laboratories of Canada Inc.	P.O. BOX 15146 STN A TORONTO ON M5W 1C4		15,124.92
United Testing Systems Canada Limited	21-225 BRADWICK DRIVE CONCORD ON L4K 1K10		29,410.73
Western Ontario Community Futures Development Corporation Inc. ATT: David Penton	530 West Street, Unit 10 Branford ON N3R 7V5		440,827.21
WILSON HIGH VOLTAGE	1271 GORHAM STREET UNIT 9 NEWMARKET ON L3Y 8Y10		4,531.66

District of:
 Division No. -
 Court No.
 Estate No.

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

In the matter of the proposal of
 Forte EPS Solutions Inc.
 of the city of Midland, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Workplace Safety and Insurance Board c/o Collection Services	200 Front St W Toronto ON M5V 3J1		15,581.87
Total			7,590,012.18



 Forte EPS Solutions Inc.
 Insolvent Person

Exhibit B to the affidavit
of JOHN CIPRESSI
sworn the 23 day of JULY, 2017.



Commissioner, etc.

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

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

REPORT : PSSR060
PAGE : 1
(3062)

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

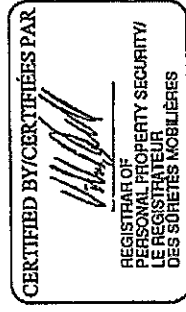
SEARCH CONDUCTED ON : FORTE EPS SOLUTIONS INC.

FILE CURRENCY : 02APR 2017

ENQUIRY NUMBER 20170403135425.69 CONTAINS 21 PAGE(S), 5 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.

CHAITONS LLP - LYNN LEE
5000 YONGE STREET, 10TH FLOOR,
TORONTO ON M2N 7E9



CONTINUED... 2



REPORT : PRR060
 PAGE : 2
 (3063)

BUSINESS DEBTOR
 FORTI EPS SOLUTIONS INC.
 02APR 2017

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 698417343

01
 20140729 1012 1462 0374 P PESA 7

02
 DEBTOR NAME: FORTI EPS SOLUTIONS INC.
 ADDRESS: 16567 HIGHWAY 12 MIDLAND
 ONTARIO CORPORATION NO: ON LARX3

03
 DEBTOR NAME: TRAVELERS LEASING LTD.
 ADDRESS: 500 - 4180 LOUGHEED HIGHWAY BURNABY BC V5C6A7

04
 DEBTOR NAME: TRAVELERS LEASING LTD.
 ADDRESS: 500 - 4180 LOUGHEED HIGHWAY BURNABY BC V5C6A7

05
 DEBTOR NAME: TRAVELERS LEASING LTD.
 ADDRESS: 500 - 4180 LOUGHEED HIGHWAY BURNABY BC V5C6A7

06
 DEBTOR NAME: TRAVELERS LEASING LTD.
 ADDRESS: 500 - 4180 LOUGHEED HIGHWAY BURNABY BC V5C6A7

07
 DEBTOR NAME: TRAVELERS LEASING LTD.
 ADDRESS: 500 - 4180 LOUGHEED HIGHWAY BURNABY BC V5C6A7

08
 DEBTOR NAME: TRAVELERS LEASING LTD.
 ADDRESS: 500 - 4180 LOUGHEED HIGHWAY BURNABY BC V5C6A7

09
 DEBTOR NAME: TRAVELERS LEASING LTD.
 ADDRESS: 500 - 4180 LOUGHEED HIGHWAY BURNABY BC V5C6A7

10
 DEBTOR NAME: TRAVELERS LEASING LTD.
 ADDRESS: 500 - 4180 LOUGHEED HIGHWAY BURNABY BC V5C6A7

11
 MOTOR NUMBER: [REDACTED]

12
 VEHICLE: [REDACTED]

13
 GENERAL COLLATERAL: (4) REZOR GAS HEATERS S/N BGC36Q3N71997X, BGG6603H7190H,
 BGG66MGN72039X & BGG66MGN72035X

14
 DISCRESSION: (1) USED INTRA MODEL 3000-A UNIVERSAL AUTOMATIC MOULDING &

15
 REGISTERING AGENT: TRAVELERS LEASING LTD.

16
 REGISTERING AGENT: TRAVELERS LEASING LTD.

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 REGISTERING AGENT: TRAVELERS LEASING LTD.

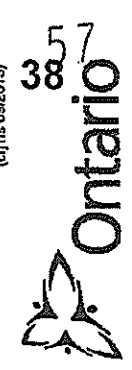
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 REGISTERING AGENT: TRAVELERS LEASING LTD.

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 REGISTERING AGENT: TRAVELERS LEASING LTD.

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES BIENS REELS MOBILIERS
 (0115.06/2013)



CONTINUED...

REPORT : PSSR060
PAGE : 3
(3064)

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

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

NUMBER OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTE EPS SOLUTIONS INC.
FILE CURRENCY : 02APR 2017

00 SOURCE OF FINANCING STATEMENT :
 01 CAUTION : PAGE OF REGS : MOTOR VEHICLE REGISTRATION : REGISTERED : HIST : REGISTRATION :
 02 02 OF BAGS : SCHEDULE : 20140/29 1012 1462 0374 F PFSA /
 03 007

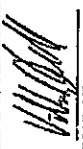
02 DEBTOR :
 03 NAME :
 04 BUSINESS NAME :
 05 ADDRESS :
 06 DATE OF BIRTH :
 07 FIRST CITIZEN NAME :
 08 SURNAME :
 09 REGISTERED PARTY :
 10 COMPANY :
 11 TYPE :
 12 MOTOR VEHICLE :
 13 GENERAL :
 14 COLLATERAL :
 15 DESCRIPTION :
 16 REGISTERING :
 17 AGENT :

02 DEBTOR :
 03 NAME :
 04 BUSINESS NAME :
 05 ADDRESS :
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 07 FIRST CITIZEN NAME :
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 12 MOTOR VEHICLE :
 13 GENERAL :
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 15 DESCRIPTION :
 16 REGISTERING :
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02 DEBTOR :
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02 DEBTOR :
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 12 MOTOR VEHICLE :
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 14 COLLATERAL :
 15 DESCRIPTION :
 16 REGISTERING :
 17 AGENT :

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES BIENS MOBILIERS
 (c) 15 09/2013



CONTINUED...

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

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

REPORT : PSSR060
PAGE : 4
(3065)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON FORTE EPS SOLUTIONS INC.
FILE CURRENCY 02APR 2017

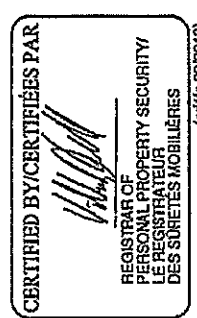
FORM 10 - FINANCING STATEMENT / CERTIFICATE
FILE NUMBER 698417343
PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION REGISTRATION REGISTRATION
PENDING NO. OF PAGES SCHEDULE NUMBER UNDER SCHEDULE 20140729 1012 1462 0374 P PSSA 7

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

08 SECURED PARTY / CREDIT GUARANTY ADDRESS
09 SECURED PARTY / CREDIT GUARANTY ADDRESS
10 MOTOR VEHICLE AMOUNT DATE OF MATURITY NO. PICKED UP BY MAJORITY DATE

11 MOTOR VEHICLE MAKE MODEL YEAR MAKE MODEL YEAR
12 MOTOR VEHICLE MAKE MODEL YEAR MAKE MODEL YEAR
13 GENERAL (1) TECHNODINAMICA CONTOUR TD400/1 CUTTER S/N 20133500
14 COLLATERAL (1) MICRO RECYCLING "IN-A-BOX" S/N 14012467
15 DEBORTION (1) EPS MACHINE GREENMAX A-C100 S/N 131108
16 REGISTERING TRAVELERS LEASING LTD.
17 AGENT ADDRESS 500 - 4180 LOUCHEED HIGHWAY BURNABY BC V5C6A7

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY.
CONTINUED . . . 5



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

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

BUSINESS DEBTOR
FORTE EPS SOLUTIONS INC.
02APR 2017

FORM OF FINANCING STATEMENT / STATEMENT

FILE NUMBER
898417343

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DEBTOR NAME
DEBTOR ADDRESS
BUSINESS NAME
BUSINESS ADDRESS
DATE OF BIRTH
DATE OF BIRTH
BUSINESS NAME
BUSINESS ADDRESS
MOTOR VEHICLE AMOUNT
DATE OF PURCHASE
MAGNITUDE OF DEBT
MOTOR VEHICLE AMOUNT
DATE OF PURCHASE
MAGNITUDE OF DEBT

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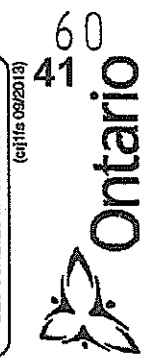
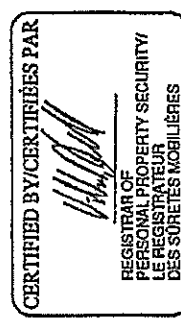
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REPORT : PSSR060
PAGE : (3067)

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

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTE EPS SOLUTIONS INC.
FILE CURRENCY : 02APR 2017

FORTE EPS FINANCING STATEMENT / CLAIM FOR LIES

00 SLIP NUMBER
658417343

01 SEARCH PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION REGISTRATION
SCHEDULE NO. OF PAGES SCHEDULE NUMBER UNDER SEARCH
05 007 20140729 1012 1462 0374 P PSSA

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

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

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

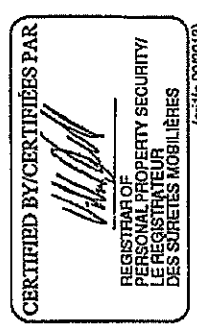
08 SECURED PARTY / LITIGANT NAME ADDRESS
09 SECURED PARTY / LITIGANT ADDRESS

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

11 MOTOR VEHICLE YEAR MAKE MODEL
12 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, AND IMPROVEMENTS, REPLACEMENTS, SUBSTITUTIONS, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM

13 REGISTERING TRAVELERS LEASING LTD.
14 GENERAL AGENT ADDRESS BURNABY BC V5C6A7
15 DISPOSITION

FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.
CONTINUED . . . 7



RUN NUMBER : 093
 RUN DATE : 2017/04/03
 ID : 20170403135425.69

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

REPORT : PSSR060
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NAME OF SEARCHED BUSINESS DEBTOR
 SEARCH CONDUCTED ON
 FILE CURRENCY
 2017/04/03
 02 APR 2017

2017/04/03
 02 APR 2017

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 698417343

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 06 007
 20140729 1012 1462 0374 P PSSA 7

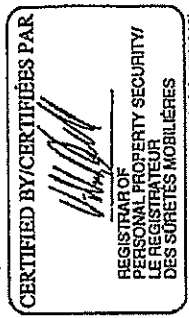
02 DEBTOR NAME
 03 BUSINESS NAME
 04 ADDRESS
 05 DATE OF BIRTH
 06 BUSINESS NAME
 07 ADDRESS
 08 SECURED PARTY
 09 BUSINESS NAME
 10 ADDRESS

11 MOTOR VEHICLE
 12 YEAR MAKE
 13 GENERAL COLLATERAL DESCRIPTION
 14 COLLATERAL DESCRIPTION
 15 REGISTERING OFFICE
 16 ADDRESS

17
 500 - 4180 LOUGHEED HIGHWAY
 BURNABY BC V5C6A7

TRAVELERS LEASING LTD.
 500 - 4180 LOUGHEED HIGHWAY
 BURNABY BC V5C6A7

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RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

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

REPORT : PPSR060
PAGE : 8
(3069)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDITION ON : FORTÉ EPS SOLUTIONS INC.
PLUS CURRENCY : 02APR 2017

FORMING FINANCIAL STATEMENT / CLAIM FOR FIDM

00 FILE NUMBER
598617343

01 REGISTRATION NUMBER / MOTOR VEHICLE REGISTRATION NUMBER UNDER SEARCH
20140729 1012 1462 0374 P PPSA 7

02 DEBTOR NAME : DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME : ONTARIO CORPORATION NO.
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

03 BUSINESS NAME : ADDRESS :
[REDACTED] [REDACTED]

04 DATE OF BIRTH : FIRST GIVEN NAME : SURNAME : ONTARIO CORPORATION NO.
[REDACTED] [REDACTED] [REDACTED] [REDACTED]

05 DEBTOR NAME : BUSINESS NAME : ADDRESS :
[REDACTED] [REDACTED] [REDACTED]

06 DATE OF BIRTH : BUSINESS NAME : ADDRESS :
[REDACTED] [REDACTED] [REDACTED]

07 SECURED PARTY / DEBTOR GRANTOR : ADDRESS :
[REDACTED] [REDACTED]

08 GENERAL CLASSIFICATION : MOTOR VEHICLE AMOUNT : DATE OF MATURITY OR EXPIRY DATE :
[REDACTED] [REDACTED] [REDACTED]

09 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED :
[REDACTED]

10 YEAR MAKE : MODEL :
[REDACTED] [REDACTED]

11 MOTOR VEHICLE :
[REDACTED]

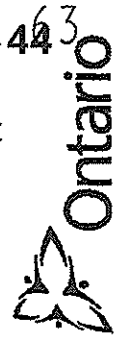
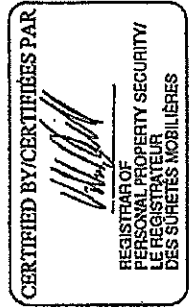
12 GENERAL COLLATERAL DESCRIPTION :
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13 COLLATERAL OR PROCEEDS OF THE COLLATERAL :
[REDACTED]

14 REGISTERING AGENT :
[REDACTED]

15 TRAVELERS LEASING LTD. :
[REDACTED]

16 ADDRESS : 500 - 4180 LOUGHEED HIGHWAY : BURNABY : BC : V5C6A7 :
[REDACTED]



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RUN NUMBER : 093
 RUN DATE : 2017/04/03
 ID : 20170403135425.69

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

REPORT : PSSR060
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 (3070)

DEBTOR SEARCH BUSINESS DEBTOR
 SEARCH CONDITION FORTE EPS SOLUTIONS INC.
 FILE CURRENCY 02APR 2017

FORM OF FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION
 NUMBER NO. OF PAGES SCH. NUMBER NUMBER UNDER UNDER
 01 005 20140729 1403 1462 0537

RECORD NUMBER 698417343

PAGE-AMENDED NO-SPECIFIC-PAGE-AMENDED CHANGE-REORDERED
 A AMENDMENT

FIRST-GIVEN-NAME INITIAL SURNAME

BUSINESS NAME BUSINESS NAME
 FORTE EPS SOLUTIONS INC.

REASON FOR CHANGE AMEND S/N ON EQUIPMENT IN GENERAL DESCRIPTION #12

DEBTOR/ DATE OF BIRTH FIRST-GIVEN-NAME INITIAL SURNAME
 TRANSFEREE

ADDRESS

ASSIGNOR SECURED PARTY/ LIEN CHARGEMENT/ ASSIGNER

COLLATERAL CLASSIFICATION ADDRESS

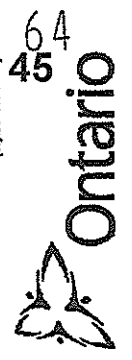
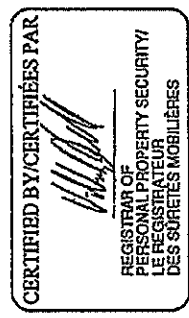
YEAR MAKE MODEL

MOTOR VEHICLE (4) REZTOR GAS HEATERS S/N BGG36Q3N71997X, BGG6603H7190H,
 12 VEHICLE BGG66GMN72039X & BGG66MN6N72035X
 13 GENERAL (1) USED INFRA MODEL 3000-A UNIVERSAL AUTOMATIC MOULDING &
 14 COLLATERAL TRAVELERS FINANCE LTD.
 15 DESCRIPTION 500 - 4180 LOUGHEED HIGHWAY
 16 REGISTERING AGENCY OR ADDRESS BC V5G6A7
 17 SECURED PARTY/ ADDRESS

ONTARIO CORPORATION NO.

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

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RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425-69

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

REPORT : PSR060
PAGE : 10
(3071)

NAME OF SECTOR BUSINESS DEBTOR
SEARCH CONDUCTED ON FORTE EPS SOLUTIONS INC.
BY CURRENCY 02APR 2017

FORM 13C - CHANGE OF STATEMENT

CAUTION: PAGE TOTALS FOR VEHICLE REGISTRATION RECORDED
FIELDING NO. OF PAGES SCHEDULE NUMBER UNDER

01 02 005 20140729 1403 1462 0537

21 005 698417343

22 PAGE-AMENDED: NOT-SPECIFIC-PAGE-AMENDED CHANGE-REQUIRED
REASON: A AMENDMENT

23 REFERENCE: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

24 DEBTOR/ BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

25 OTHER CHANGE: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

26 REASON/ DATE-OF-BIRTH: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

27 DESCRIPTION: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

28 DEBTOR/ TRANSFER: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

02/ ADDRESS: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

05/ ADDRESS: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

03/ ADDRESS: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

06/ ADDRESS: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

04/07 ADDRESS: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

29 ASSIGNOR: SECURED PARTY/ITEM-CLAIMANT/ASSIGNOR: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

08 ADDRESS: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

09 ADDRESS: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

10 COLLATERAL CLASSIFICATION: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

CONSUMER: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

GOODS INVENTORY: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

DATE-OF: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

NO-FIXED: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

PROPERTY-OF: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

DATE: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

YEAR: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

MAKE: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

MODEL: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

11 MOTOR: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

VEHICLE: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

13 GENERAL: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

14 COLLATERAL: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

15 DESCRIPTION: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

16 REGULATING AGENT OF: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

17 SECURED PARTY/ BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

ITEM-CLAIMANT: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

ADDRESS: BUSINESS-NAME: BUSINESS-NAME: FIRST-GIVEN-NAME: SURNAMES: CORRECT PERIOD

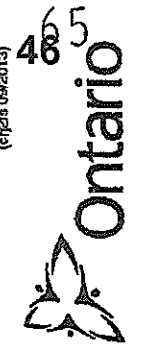
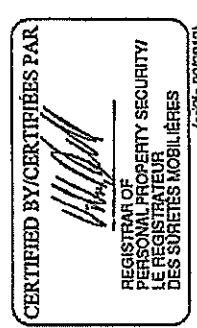
BC V5C6A7

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BURNABY

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

CONTINUED ... 11



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

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

BUSINESS DEBTOR
FORTE EPS SOLUTIONS INC.
02APR 2017

TOTAL AC FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 REGISTRATION PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
02 PAGES NO. OF PAGES SCHEDULE NUMBER UNDER
03 03 005 20140729 1403 1462 0537
04 FILE NUMBER 598417343 CORRECT
05 PAGE-AMENDED NO. SPECIFIC PAGE-AMENDED CHANGE-REORDERED RENEWAL CORRECT
06 FIRST-GIVEN NAME SURNAMES SURNAME YES YES EFF TOB
07 BUSINESS NAME
08 DEBTOR/ FIRST-GIVEN NAME SURNAMES SURNAME
09 NAME OF BIRTH FIRST-GIVEN NAME SURNAMES SURNAME
10 BUSINESS NAME
11 ADDRESS
12 ONTARIO CORPORATION NO.

29 ASSIGNOR
30 SECURED PARTY/BUYER-CLEARANCE/ASSIGNER

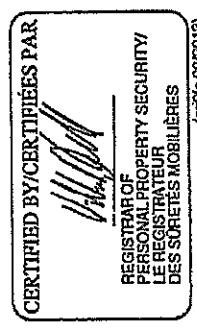
08 ADDRESS
09 COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR-VEHICLE DATE OF NO-FILED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER ENGROSS AMOUNT MATERIAL OR FINANCIAL DATA

11 YEAR MAKE MODEL V.I.N.

12 (1) TECHNODINAMICA CONTOUR TD400/1 CUTTER S/N 20133500
13 (1) MICRO RECYCLING "IN-A-BOX" S/N 14012467
14 (1) EPS MACHINE GREENMAX A-C100 S/N 131108
15 (1) TRAVELERS FINANCE LTD.
16 REGISTRATION AGENT OF ADDRESS BURNABY BC V5C6A7
17 SECURED PARTY/ ADDRESS

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



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

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

NUMBER OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTE EPS SOLUTIONS INC.
FILE'S CURRENCY : 02APR 2017

FORM 20 - FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
ALPHIC NO OF PAGES SCHEDULE NUMBER UNDER

01 21 REGISTRY REFERENCED KIRK NUMBER 698417343
PAGE-AMENDED NO-SPECIFIC-PAGE-AMENDED CHANGE-REQUIRED CORRECT
22 A AMENDMENT A PERIOD

23 REFERENCE BUSINESS-NAME FIRST-GIVEN-NAME INITIAL SURNAME RENEWAL
24 DEBTOR/SPONSOR BUSINESS-NAME FIRST-GIVEN-NAME INITIAL SURNAME PERIOD

25 OTHER CHANGE DEBTOR/SPONSOR BUSINESS-NAME FIRST-GIVEN-NAME INITIAL SURNAME
26 REASON/DESCRIPTION DATE-OF-BIRTH BUSINESS-NAME INITIAL SURNAME
27 PERIOD BUSINESS-NAME ADDRESS
28 02/05 DEBTOR/SPONSOR BUSINESS-NAME FIRST-GIVEN-NAME INITIAL SURNAME
03/06 BUSINESS-NAME ADDRESS
04/07 ADDRESS

OMERALLIO CORPORATION NO

29 ASSIGNOR SECURED PARTY/LEASER/CLAIMANT/ASSIGNEE ADDRESS
08 ADDRESS
09 ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE-OF-REGISTRATION
11 YEAR MAKE MODEL V-I-M
12 VEHICLE (1) UNITED "SMART 1" TABLE MODEL ELECTROMECHANICAL TESTING MACHINE
13 GENERAL S/N 0714548
14 COMPARTMENT (1) HIRSCH MOVICON X MONOLITH B4 PLATFORM S/N 1W1360022634
15 DESCRIPTION (1) HIRSCH MOVICON X MONOLITH B4 PLATFORM S/N 1W1360022634
16 REGISTERING AGENT OR TRAVELERS FINANCE LTD.
17 SECURED PARTY/LEASER/CLAIMANT/ASSIGNEE ADDRESS 500 - 4180 LOUGHEED HIGHWAY BURNABY BC V5C6A7

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SURETES MOBILIERES
(révisé 09/2013)



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

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

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

BUSINESS DEBTOR
FORTE EPS SOLUTIONS INC.
02APR 2017

FROM: FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CAPTION	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED	REGISTERED UNDER	COLLECT PERIOD
21	ISSUE NO OF PAGES	SCHEDULE	NUMBER	RENEWAL PERIOD
22	ISSUE NUMBER	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	INITIAL SURNAME
23	REFERENCE	FIRST GIVEN NAME	INITIAL SURNAME	
24	DEBTOR/TRANSPORTOR	BUSINESS NAME		
25	OTHER CHANGE			
26	PERSON/DESCRIPTION			
27	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME	
02/	DEBTOR/TRANSPORTOR	BUSINESS NAME		
03/	ADDRESS			
04/07				ONTARIO CORPORATION NO
29	ASSIGNED SECURED PARTY/AGENT/AG SIGNER			
08				
09	COLLATERAL CLASSIFICATION			
10	YEAR MAKE MODEL			
11	MOTOR VEHICLE			
12	GENERAL			
13	COMPARTMENTAL			
14	DESCRIPTION			
15	REGISTRATION AGENT OR			
16	SECURED PARTY/AG ADDRESS			
17	ISSUE NUMBER			

CERTIFIED BY/CERTIFIEES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SURETES MOBILIERES
(s/s 09/2013)



TRAVELLERS FINANCE LTD.
500 - 4180 LOUGHEED HIGHWAY
BURNABY BC V5C6A7

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

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

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

SEARCH CONDUCTED ON
BUSINESS DEBTOR
FORTE EPS SOLUTIONS INC.
02APR 2017

REGISTRATION PAGE NO. OF PAGE SEARCHED REGISTRATION NUMBER REGISTERED UNDER
01 002 20140730 1436 1462 0842

RECORD NO. 21
698417343

PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED A AMENDMENT
CORRECT PERIOD

REFERENCE DEBTOR/ TRANSFEROR BUSINESS NAME FIRST GIVEN NAME SURNAME
FORTE EPS SOLUTIONS INC.

OTHER CHANGE PERSON DESCRIPTION DELETE FROM GENERAL COLLATERAL
(4) REZNOR GAS HEATERS S/N BGC36Q3N71997X, BGG6603H7190H,
BBG66MGN72039X & BGG66MGN72035X

DEBTOR/ TRANSFEROR BUSINESS NAME FIRST GIVEN NAME SURNAME
ONTARIO CORPORATION NO.

ASSIGNOR SECURED PARTY/ALTRN. GUARANTEE/ASSIGNEE ADDRESS
MOTOR VEHICLE NO. FIXED DATE OF ACQUISITION OF MOTOR VEHICLE

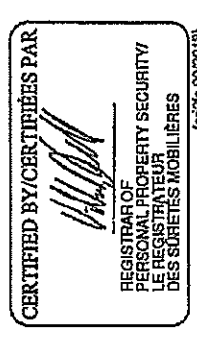
COLLATERAL CLASSIFICATION ADDRESS
CONSUMER GOODS INVENTORY HOLDMENT ACCOUNTS OTHER ENCLOSED

MOTOR YEAR MAKE MODEL V.I.N.
TRAVELERS FINANCE LTD.
500 - 4180 LOUGHEED HIGHWAY

REGISTRED PARTY/ AGENT OR ADDRESS BC V5C6A7

LITEN CLAIMANT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED ... 15



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

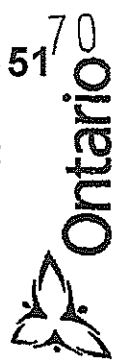
RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTE EPS SOLUTIONS INC.
FILE CURRENCY : 02 APR 2017

FORM 25 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CRIPSON	PAGES	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED				
21	FILE NO	OF PAGES	SCHEDULE MEMBER UNDER				
	02	002	20140730 1436 1462 0842				
	FILE NUMBER	698417343					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT		
			A AMENDMENT	YEARS	PHOTO		
23	REFERENCE	FIRST GIVEN NAME	FIRST SURNAME				
24	DEBTOR/TRANSPOR	BUSINESS NAME					
25	OTHER CHANGE						
26	REASON	(4) ENGINEERED AIR MAKE UP UNITS S/N M15684-MVA-1, M15684-MVA-2,					
27	DESCRIPTION	M15684-MVA-3 & M15684-MVA-4					
28	DATE OF BIRTH	FIRST GIVEN NAME	FIRST SURNAME				
02/							
05	DEBTOR/	BUSINESS NAME					
03/	TRANSPOR						
06							
04/07		ADDRESS					
29	ASSIGNOR	SECURED PARTY/ASTEN CLAIMANT/ASSIGNEE					
08							
09		ADDRESS					
10	COLLATERAL CLASSIFICATION	ADDRESS					
	CONSUMER	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCURRED	AMOUNT
	YEAR	MAKE	MODEL	YEAR	NO. OF	DATE OF	NO. OF
11	MOTOR						
12	VEHICLE						
13	GENERAL						
14	COLLATERAL						
15	DESCRIPTION						
16	REGISTERING AGENT OR	TRAVELERS FINANCE LTD.					
17	SECURED PARTY/ASTEN CLAIMANT	500 - 4180 LOUGHEED HIGHWAY	BURNABY	BC	V5C6A7		

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/LE REGISTREUR DES SURETES MOBILIERES
(c) 25 09/2013



*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 16

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

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

00 BUSINESS DEBTOR
SEARCH CONDUCTED ON FORTE EPS SOLUTIONS INC.
DATE 02 APR 2017

01 001 20140526 1240 1590 2989 P PFSA 3

02 001 20140526 1240 1590 2989 P PFSA 3

03 001 20140526 1240 1590 2989 P PFSA 3

04 001 20140526 1240 1590 2989 P PFSA 3

05 001 20140526 1240 1590 2989 P PFSA 3

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20 001 20140526 1240 1590 2989 P PFSA 3

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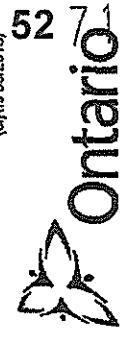
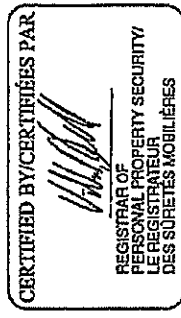
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46 001 20140526 1240 1590 2989 P PFSA 3

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48 001 20140526 1240 1590 2989 P PFSA 3



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RDN NUMBER : 093
RDN DATE : 2017/04/03
ID : 20170403135425.69

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

REPORT : PSSR060
PAGE : 17
(3078)

DEBTOR SEARCH
SEARCH CONDUCTED ON
FORTE EPS SOLUTIONS INC.
02APR 2017

FROM TO FINANCING STATEMENT / CLAIM FOR LIEN

00
FILE NUMBER
684459225

01
CONTINUATION PAGE OF MOTOR VEHICLE REGISTRATION RECORDS
PAGE NO. OF PAGES 1
SCHEDULE NUMBER 20130201 0942 1200 1699 P. PPSA 06

02
DATE OF BIRTH
03
BUSINESS NAME
FORTE EPS SOLUTIONS INC.
04
ADDRESS
16567 HIGHWAY 12
MIDLAND
ONTARIO CORPORATION NO.
ONT LAR 4K8

05
DATE OF BIRTH
06
BUSINESS NAME
07
ADDRESS
ONTARIO CORPORATION NO.

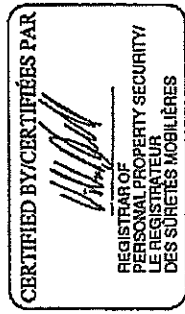
08
SECURED PARTY /
09
ADDRESS
WESTERN ONTARIO COMMUNITY FUTURES DEVELOPMENT CORPORATION INC.
330 WEST ST., UNIT 10
BRANTFORD
ONT N3R 7V5

10
COMPANY CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER ENCLIBED
MOTOR VEHICLE AMOUNT DATE OF MATURITY OR VALIDITY DATE

11
MOTOR VEHICLE
12
GENERAL
13
COLLATERAL
14
DESCRIPTOR

15
REGISTERING
16
AGENT
HGR GRAHAM PARTNERS LLP
518 YONGE ST.
MIDLAND
ONT LAR 2C5

17
ADDRESS
CONTINUED ... 18



RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

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

REPORT : PPSR060
PAGE : 18
(3079)

COPY OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTE EPS SOLUTIONS INC.
FILE CURRENCY : 02APR 2017

FORM 1C FINANCING STATEMENT / CLAIM FOR FURN

00
FILE NUMBER
584369324

01
CAUTION PAGE NO. OF PAGE SCHEDULE MEMBER REGISTRATION RESTRICTION REGISTRATION
STING NO. OF PAGE SCHEDULE MEMBER UNDER PERIOD
001 001 20130129 1001 1862 7549 P PPSA 9

02
03
04
DEBTOR NAME :
BUSINESS NAME : FORTE EPS SOLUTIONS INC.
DATE OF BIRTH :
FIRST GIVEN NAME :
INITIAL :
SURNAME :
ADDRESS : 16567 HWY 12 MIDLAND
ON PPSA REGISTRATION NO. : LAR 4KB

05
06
07
DEBTOR NAME :
BUSINESS NAME :
DATE OF BIRTH :
FIRST GIVEN NAME :
INITIAL :
SURNAME :
ADDRESS :
ON PPSA REGISTRATION NO. :

08
09
SECURED PARTY :
FILE CURRENCY :
ADDRESS : BUSINESS DEVELOPMENT BANK OF CANADA
151 FERRIS LANE, P. O. BOX 876 BARRIE ONT L4M 4Y6

10
SCHEMATIC CLASSIFICATION :
CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED :
MOTOR VEHICLE AMOUNT :
DATE OF MATURITY OF DEBT OR DATE :

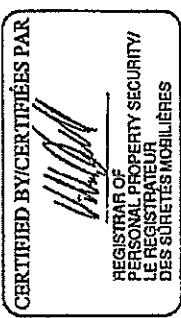
11
12
MOTOR VEHICLE :
YEAR :
MAKE :
MODEL :
VIN :

13
14
15
GENERAL :
COUNTERPARTY :
DESCRIPTION :

16
17
REGISTERING AGENT :
ADDRESS : GEORGE G. CAMERON, HGR GRAHAM PARTNERS LLP
STE 107, 190 CUNDLES ROAD EAST BARRIE ONT L4M 4S5

FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.

CONTINUED... 19



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

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTS EPS SOLUTIONS INC.
FILE CURRENCY : 02APR 2017

REASON FOR SEARCHING (STATEMENT OF CLAIM FOR FRY)

00 FILE NUMBER
678306825

01 CALLION SYRGE TOTAL MOTOR VEHICLE REGISTRATION FORTS EPS SOLUTIONS INC. ONTARIO CORPORATION NO. L4R4P4
PAGE NO. OF PAGES SCHEDULE NUMBER UNDER REGISTRATION NO. OF REGISTRATION
20120510 1738 1626 4104 P PFSA 3

02 DEBTOR ID NUMBER OF BIRTH STATE GIVEN NAME INDIVIDUAL SURNAME ONTARIO CORPORATION NO. L4R4P4
03 NAME BUSINESS NAME FORTS EPS SOLUTIONS INC.
04 ADDRESS 16567 HIGHWAY 12 MIDLAND

05 DATE OF BIRTH PERSON GIVEN NAME SUFFIX SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY NORTH SIMCOE COMMUNITY FUTURES DEVELOPMENT CORPORATION ON L4R4K6
09 ADDRESS P.O. BOX 8, 355 CRANSTON CR. MIDLAND

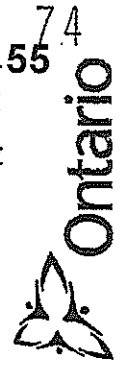
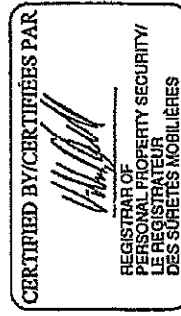
10 COLLABORATION CORPORATION MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
CONSUMER ACCOUNTS COVERED INCLUDED MORTGAGE OR MATURITY DATE
SCORES STANDARD EQUIPMENT 450008 02MAY-2015

11 YEAR MAKE MODEL
12 MAKE

13 GENERAL MANUFACTURING MACHINERY AND EQUIPMENT RELATED TO THE PRODUCTION OF
14 COMPANY FULL EXPANDED POLYSTYRENE PRODUCTS.
15 DESCRIPTION

16 REGISTERING NORTH SIMCOE COMMUNITY FUTURES DEVELOPMENT CORPORATION ON L4R4K6
17 ASST. ADDRESS PO BOX 8, 355 CRANSTON CR. MIDLAND

CONTACT PARTY
CONTINUED... 20



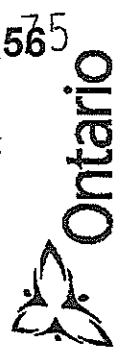
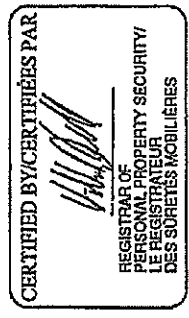
PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTE EPS SOLUTIONS INC.
FILE CURRENCY : 02APR 2017

NOTE: A CHANGING CHANGE STATEMENT CHANGE STATEMENT

01	REGISTRATION NUMBER	20150428 1716 1626 7025	
31	RECORD REFERENCE	678306825	CHARGE SECURED B RENEWAL
32	INDEXED FOR DEBTOR		FORTE EPS SOLUTIONS INC.
33	BUSINESS DEBTOR		ONTARIO CORPORATION NO.
08/16	SECURED PARTY/LENDER/CLAIMANT/REGISTRAR/AGENT		
09/17	ADDRESS		NORTH SIMCOE COMMUNITY FUTURES DEVELOPMENT CORPORATION P.O. BOX 8, 105 FOURTH STREET, UNIT B MIDLAND ON L4R4K6



FOR FURTHER INFORMATION CONTACT THE REGISTRAR

RUN NUMBER : 093
RUN DATE : 2017/04/03
ID : 20170403135425.69

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

REPORT : PSSR060
PAGE : 21
(3082)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : FORTE PPS SOLUTIONS INC.
FILE CURRENCY : 02APR 2017

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
698417343	20140729 1012 1462 0374	20140729 1403 1462 0537	20140730 1436 1462 0842
696441852	20140526 1240 1590 2989		
684459225	20130201 0942 1300 1699		
684369324	20130129 1001 1862 7549		
678306825	20120510 1738 1626 4104	20150428 1718 1626 7025	

8 REGISTRATON(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

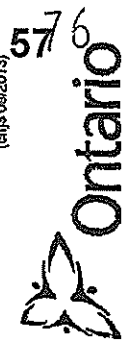
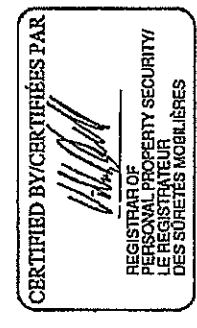


Exhibit 'C' to the affidavit
of JOHN CIPRESSI
sworn the 23 day of JULY, 2017.



Commissioner, etc.

FORBEARANCE AGREEMENT

THIS AGREEMENT is made as of the 23rd day of May 2017.

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

(the “**Bank**”)

-and-

FORTE EPS SOLUTIONS INC.

a corporation governed by the laws of Canada

(the “**Borrower**”)

-and-

16567 HIGHWAY 12 HOLDINGS LIMITED.

a corporation governed by the laws of Ontario

(the “**New Guarantor**”)

-and-

DOMINIC ZITA

an individual residing in the City of Mississauga

JOHN CIPRESSI

an individual residing in the City of Mississauga

RECITALS:

- A. The Bank made a credit facility available to the Borrower pursuant to an offer letter dated January 23, 2013, as amended by letter dated February 23, 2013 (collectively, the “**Commitment Letter**”);
- B. The Borrower executed and delivered to the Bank the agreements described in Schedule A hereto hereinafter collectively referred to as the “**Borrower Documents**”;
- C. Dominic Zita and John Cipressi (collectively, the “**Original Guarantors**”, and together with the New Guarantor, the “**Guarantors**” and each a “**Guarantor**”) have executed and delivered to the Bank the Joint and Several Guarantee dated January 31, 2013 granted by them in favour of Business Development Bank of Canada. (the “**Original Guarantee**”, and together with the Borrower Documents, the “**Loan and Security Documents**”);
- D. The Bank has demanded repayment of the Borrower’s and the Original Guarantors’ (collectively, the “**Original Obligors**” and each an “**Original Obligor**”) indebtedness to the Bank and issued Notices of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* (Canada);

- E. The Bank commenced an enforcement proceeding against the Borrower by issuing a Notice of Application to appoint a receiver over the assets, undertakings and property of the Borrower with the Ontario Superior Court of Justice (Commercial List) court file number CV-17-11766-00CL (the “**Receivership Application**”). The hearing of the Receivership Application was scheduled for May 8, 2017.
- F. At the request of the Original Obligors, the hearing of the Receivership Application was adjourned by the Bank and the Bank has agreed to forbear from enforcing the Loan and Security Documents in order to allow time for the New Guarantor time to complete the sale of the Property (as defined below) to 2306732 Ontario Inc. pursuant to an Agreement of Purchase and Sale executed on May 5, 2017 (the “**Sale Agreement**”) and to pay out the Indebtedness in full from the proceeds thereof.
- G. The Bank agrees to forbear from enforcing the Loan and Security Documents, subject to and in accordance with the terms and conditions of this Forbearance Agreement (the “**Agreement**”).
- H. As consideration for the Bank’s forbearance under this Agreement, the New Guarantor has agreed and covenanted to unconditionally guarantee performance by the Borrower of all promises under the Loan and Security Document and as security for the indebtedness, obligations and liabilities of the Borrower and the New Guarantor to the Bank has executed the Additional Documents (as defined below).

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

Acknowledgements

1. Recitals – The parties hereto acknowledge and agree that each of the foregoing recitals is true and accurate both in substance and in fact.
2. Liability – The Original Obligors acknowledge that as of May 19, 2017, the aggregate amount owing to the Bank and secured by the Borrower Security (as defined in Schedule A) is CDN \$554,744.47, as more particularly described in Schedule B hereto (the “**Indebtedness**”). Furthermore, the Original Obligors hereby confirm that they do not dispute their liability to pay the Indebtedness on any ground whatsoever, that they have no claim, demand, set-off or counter-claim against the Bank on any basis whatsoever, and that there is no matter, fact or thing which may be asserted by them in extinction or diminution of the Indebtedness or result in any bar to or delay in the recovery thereof. If there are any claims for set-off, counter-claim or damages, they are hereby expressly released and discharged.
3. Default – The Borrower acknowledges and agrees that it is in default of its obligations contained in the Borrower Documents, including by reason of its non-payment of the Indebtedness pursuant to the Demands (as such term is defined below).
4. Borrower Documents – The Borrower acknowledges and agrees that the Borrower Documents now held by the Bank for payment of the Indebtedness are valid, binding and enforceable in accordance with their respective terms.

5. The Bank's Rights – The Borrower acknowledges and agrees that except as provided in this Agreement and the Borrower Documents, the Bank (by itself or through its employees or agents) has not made any promises, or taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Borrower Documents, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the Borrower a written waiver of any such rights.
6. Guarantees – Each Guarantor confirms that he/it has guaranteed the payment and performance of the Indebtedness owing by the Borrower to the Bank by granting the guarantees to the Bank. Each Guarantor does not disputes his/its liability on any basis whatsoever and confirms that he/it has no claim for set-off, counter-claim or damages on any basis whatsoever against the Bank. If there are any claims, they are hereby expressly released and discharged. Each Guarantor confirms that the guarantee granted by him/it has not been released, waived or varied, that it is binding upon him and that it is valid and enforceable against him/it in accordance with their respective written terms.
7. Demand Letters and BIA Notices - The Original Obligors each acknowledge receipt of demand letters sent by the Bank each dated November 3, 2016 (collectively, the “**Demands**”) wherein the Bank demanded immediate payment of their respective indebtedness to the Bank. The Borrower acknowledges receipt of a Notice of Intention to Enforce Security dated November 3, 2016 (the “**BIA Notice**”) issued on behalf of the Bank pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada). The Original Obligors further acknowledge that the Demands and the BIA Notice are valid and effective, and that the time given by the Bank for payment was reasonable. The Obligors each agree not to contest the validity of the Demands, the BIA Notice, or the reasonableness of the time given for payment in any proceeding for any reason whatsoever.
8. Absence of Undisclosed Liabilities – Except as disclosed in Schedule C hereto the New Guarantor does not have any outstanding indebtedness or any liabilities (whether accrued, absolute, contingent or otherwise) nor any outstanding commitments or obligations of any kind.

Forbearance

9. The Bank agrees not to take any steps to enforce any of the Loan Documents prior to the earlier of:
 - (i) August 30, 2017 (or such later date as the Bank, acting in its sole discretion may agree to in writing); or
 - (ii) the occurrence of an Event of Default (as hereinafter defined),

(hereinafter referred to as the “**Forbearance Termination Date**” and the period commencing on the date hereof and ending on (but excluding) the Forbearance Termination Date is the “**Forbearance Period**”).

10. Limitation Period – Each Obligor hereby agrees to suspend or extend by a period of five (5) years from the date hereof the basic limitation period provided by Section 4 of the *Limitations Act, 2002* (Ontario) as well as the ultimate limitation period provided by Section 15 of the *Limitations Act, 2002* (Ontario) as a business agreement in accordance with the provisions of Section 22(5) of the *Limitations Act, 2002* (Ontario).
11. Forbearance Fee – In consideration for the Bank’s forbearance and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, concurrently with the execution of this Agreement, the Borrower shall pay to the Bank the sum of five thousand dollars (\$5,000.00) as a forbearance fee (the “**Forbearance Fee**”).

Additional Documentation

12. In consideration of the Bank’s forbearance and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the following documents shall be provided to the Bank contemporaneously with the execution of this Agreement, each in form and substance satisfactory to the Bank and its lawyers (collectively, the “**Additional Documentation**”):
- (a) an unlimited Guarantee granted by the New Guarantor in favour of the Bank of all the indebtedness, obligations and liabilities of the Borrower to the Bank, on the Bank’s standard form (the “**New Guarantee**”). In the event of any conflict between the New Guarantee and this Agreement, the terms of this Agreement shall govern;
 - (b) General Security Agreement granted by the New Guarantor in favour of the Bank as security for the indebtedness, obligations and liabilities of the Borrower and the New Guarantor to the Bank, on the Bank’s standard form;
 - (c) an assignment of rents in respect of the real property municipally described as 16567 Highway 12 Midland, Town of Midland, Province of Ontario legally described as Parts 1 and 3 on Plan 51R-14263, Town of Midland, Ontario (the “**Property**”)
 - (d) a mortgage/charge, on the Bank’s standard form in the principal amount of \$525,150.00 registered against the Property;
 - (e) officer’s certificates of the New Guarantor;
 - (f) Certified Resolutions of the Boards of Directors of the New Guarantor authorizing and approving their execution, delivery and performance of their obligations under this Agreement and the Additional Documentation; and
 - (g) such further documentation and agreements as the Bank’s solicitors may reasonably request in respect of, in connection with or arising from the documents in paragraphs (a) through (e) above.

The Loan and Security Documents and the Additional Documentation shall hereinafter be collectively referred to as the “**Loan Documents**”.

Covenants and Agreements

13. Accrued Amounts – The Borrower shall pay to the Bank interest arrears, accrued interest and past due forbearance and other fees in the amount of nineteen thousand five hundred ninety four dollars and forty seven cents (\$19,594.47) as follows: (i) eighteen thousand one hundred ninety and six dollars and forty cents (\$18,106.40) concurrently with the execution of this Agreement; and (ii) the balance in the amount of \$1488.07 on or before June 22, 2017.
14. Monthly Payments– During the Forbearance Period, the Borrower shall continue to pay to the Bank monthly payments by providing the Bank with a post-dated cheques in the amount of fourteen thousand two hundred and seventy five (\$14,275) payable on the twenty second (22) of every month commencing on June 22, 2017.
15. Access – The Borrower shall provide access to the Property to the Bank on 48 hours notice in order to allow the Bank and any of its agents to inspect the Property and conduct environmental assessments and/or appraisals of the Property.
16. Updates – The New Guarantor and the Borrower shall provide the Bank with regular updates following the date of execution of this Agreement setting out the status of the sale transaction contemplated by the Sale Agreement (the “**Sale Transaction**”).
17. Appraisal – The Bank may commission appraisals of the Property (the “**Appraisals**”) at any time during the Forbearance Period. The cost of the Appraisals will be paid by the Bank and the amount so paid shall be added to the Indebtedness and shall bear interest from the date of payment at the highest rate payable by the Borrower for any of their Indebtedness to the Bank.
18. Environmental Assessments – The Bank may complete environmental site assessments in respect of the Property. The Borrower shall fully cooperate with the Bank in assisting the Bank with completing environmental assessments. The cost of the assessments will be paid by the Bank and the amount so paid shall be added to the Indebtedness (as described in Schedule C hereto) and shall bear interest from the date of payment at the highest rate payable by the Borrower for any of their Indebtedness to the Bank.
19. Further Advances – The Borrower acknowledges and confirms that the Bank is under no obligation to make any further advances to the Borrower under the Commitment Letter or otherwise.
20. Payments to Creditors – The Borrower shall utilize its available cash in a manner so as to ensure its continued operation, and not to make any payments out of the ordinary course of business.
21. Agreements Out of Ordinary Course – No Obligor shall enter into any material agreements out of the ordinary course of business, except with the prior written consent of the Bank which consent may be withheld in the Bank’s sole discretion.
22. Remuneration – Without the prior written consent of the Bank, the Borrower shall not make any distributions, directly or indirectly, to or for the benefit of any shareholder,

director, officer, employee or any other person not dealing at arms-length with the Borrower.

23. Realty Taxes – During the Forbearance Period, the Borrower shall (a) make monthly payments to the Town of Midland for property taxes as they become due (the “**Realty Taxes**”); and (b) provide the Bank with copies of all correspondence between the Borrower and the Town of Midland with respect to such tax arrears, including, without limitation, providing the Bank with copies of all cheques sent, or any other evidence of payments made, to the Town of Midland.
24. Encumbrances – The Obligors shall not encumber (except as permitted under the Loan Documents) sell, transfer, convey, lease or otherwise dispose of any of their respective assets or property out of the ordinary course of business without the prior written consent of the Bank, which consent may be withheld in the Bank’s sole discretion.
25. Notice of Default – The Obligors shall forthwith provide the Bank with written notice of the occurrence of an Event of Default hereunder.
26. Notice of Proceedings/Enforcement – Each Obligor shall promptly provide the Bank with notice of the commencement of any law suit, proceedings or other action brought by any person against any Obligor within one business day receipt of same, and provide the Bank with a copy of the relevant pleadings and diligently keep the Bank current and up to date with respect to the status of any such law suit, proceeding or other action. Each Obligor shall notify the Bank in writing immediately upon receipt of any claim or demand, verbal or written, from any person for the payment of indebtedness.
27. Priority Claims – The Borrower and the New Guarantor shall keep current all of its obligations to creditors who may have a lien, charge, security interest or deemed trust in its property and assets which may rank in priority to the security held by the Bank on such property and assets, including, without limitation, all amounts owing for wages, vacation pay, employee source deductions, goods and services tax, harmonized sales tax, provincial sales tax, employer health tax, construction liens, property taxes and Workplace Safety and Insurance Board premiums (collectively, the “**Priority Claims**”).
28. Material Contracts – The Borrower shall not surrender, terminate, repudiate or amend, vary or modify in a manner adverse to the Bank acting reasonably, any material contract with respect to their respective business without the prior written consent of the Bank which may be withheld in the Bank’s sole discretion.
29. Other Agreements – The covenants and other terms and conditions contained in the Loan Documents shall continue in full force and effect, except that, to the extent there exists any actual inconsistency between such provisions and the provisions of this Agreement, the provisions of this Agreement shall govern.
30. Restructuring and Reorganization Proceeding – The parties acknowledge that the Borrower has commenced a restructuring proceeding under the *Bankruptcy and Insolvency Act* (Canada) by filing a Notice of Intention to File a Proposal (the “**Proposal Proceeding**”). The Borrower agrees that the Bank shall be an “unaffected creditor” in the Proposal Proceeding and any proposal filed by the Borrower to its creditors and the Borrower hereby consents to a court order lifting any stay of proceedings as against the Bank. The Borrower further acknowledges and agrees that any charges against the

Borrower's property approved by the court in the Proposal Proceeding shall be subordinate to the Bank's security in the Borrower's property.

Default

31. Events of Default – Any one or more of the following events in respect of the Obligors will constitute an event of default under this Agreement (each an “**Event of Default**”):
- (i) the termination of the Sale Transaction at any time prior to the Completion Date (as such term is defined in the Sale Agreement);
 - (ii) the non-payment when due of any principal, interest or other amounts payable by the Borrower to the Bank whether under this Agreement, the Loan Documents, or otherwise;
 - (iii) failure by the Borrower to repay the Indebtedness by the Forbearance Termination Date;
 - (iv) the non payment of priority claims by the Borrower and/or the New Guarantor;
 - (v) a default or breach of any obligation, promise, covenant, term or condition occurs under this Agreement or the Loan Documents;
 - (vi) a proceeding is taken against any of the Obligors to have any of the Obligors declared bankrupt, or a proceeding is taken to have a receiver, interim receiver, receiver and manager or agent appointed over all or any part of the property and assets of the Borrower or the New Guarantor (including the private appointment of any such receiver, receiver and manager or agent) or an encumbrancer takes possession of all or any part of the property and assets of the Borrower or the New Guarantor without the prior written consent of the Bank;
 - (vii) any person takes possession of all or any part of the property of the Borrower or the New Guarantor by distress or execution or similar process is levied or enforced against all or any part of the property of the Borrower;
 - (viii) the Borrower or the New Guarantor commit or allow to occur an act of bankruptcy or makes an unauthorized assignment or bulk sale of its property or assets;
 - (ix) there is a change in the *de facto* control of the Borrower or the New Guarantor;
 - (x) if any financial reporting information provided by or on behalf of any of the Obligors to the Bank proves to be false, misleading, inaccurate or incorrect in any material respect, or if there is a failure to provide the Bank with such financial reporting or other information as they may require from time to time; and
 - (xi) the Bank, acting in good faith and upon commercially reasonable grounds, believes that the prospect of payment of the Indebtedness and/or the amounts owing under the Loan Documents or performance by the Obligors of any of their obligations under this Agreement or the Loan Documents is or is about to be

impaired or that all or any part of the Obligors' property is or is about to be placed in jeopardy.

32. Remedies – In addition to the Bank's rights and remedies available under the Loan Documents, under this Agreement, at law or in equity, upon the occurrence of an Event of Default:
- (i) the balance owing by the Obligors to the Bank shall, at the option of the Bank, become immediately due and payable;
 - (ii) the Loan Documents shall, at the Bank's option, become enforceable in accordance with their terms; and
 - (iii) the Bank may, in its sole and unfettered discretion, utilize the Consents (as defined herein) to, *inter alia*, appoint the Receiver over the property and assets of the Borrower, assign the Borrower into bankruptcy and obtain judgment against the Obligors for the full amount of the Indebtedness.

Consents

33. Subject to applicable law, upon the occurrence of an Event of Default, the Obligors each consent to any action by the Bank in connection with the enforcement of the Loan Documents, without the necessity of further notice or demand, and hereby agree not to directly or indirectly commence, carry on, consent to, or be a party in any way to any proceeding which would constrain any such action or which would call into question the validity or enforceability of the Indebtedness and/or the Loan Documents. Without limiting the generality of the foregoing, upon or after the occurrence of an Event of Default, the Obligors each hereby irrevocably consent to the appointment of a receiver or receiver and manager (the "Receiver") in respect of any or all of the property, assets or undertakings of the Borrower.
34. Concurrently with the execution of this Agreement, the Borrower shall execute consents in the form attached hereto as Schedule D (the "Consents") to give effect to the above Consents. The Consents may be utilized by the Bank at any time upon or after the occurrence of an Event of Default, acting in the Bank's sole and unfettered discretion. The Borrower authorizes the Bank or its solicitors to insert the date onto the consents.

Miscellaneous

35. Reimbursement – The Borrower agrees to reimburse the Bank in respect of all reasonable expenses (including all legal fees and disbursements) which the Bank has incurred or will incur in connection with any review of the Loan Documents, the negotiation, preparation and administration of this Agreement and the enforcement of the Loan Documents. The Bank may pay such expenses directly and the amount so paid shall form part of the indebtedness of the Borrower to the Bank and shall bear interest from the date of payment at the highest rate payable by the Borrower for any of their Indebtedness to the Bank.
36. Further Assurances – The Obligors, upon request by the Bank, shall promptly do, make, execute and deliver all such further acts, documents and instruments as the Bank may reasonably require to allow the Bank to enforce any of its rights under this Agreement and to give effect to the intention of this Agreement.

37. Capacity and Authority – Each of the Obligors represents and warrants to the Bank that it/he has the capacity and, with respect to the Borrower, the authority to enter into and perform its respective obligations under this Agreement.
38. Necessary Proceedings – The execution and delivery of this Agreement and the performance by the Borrower and the New Guarantor of their obligations hereunder have been duly authorized by all necessary proceedings.
39. Headings – The headings contained herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
40. Severability – If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.
41. Time – Time is of the essence in the performance of the parties' respective obligations.
42. Amendment – No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.
43. Notices – Any notice, consent or approval required or permitted to be given in connection with this Agreement (a "Notice") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile:

- (i) in the case of a Notice to the Bank at:

Business Development Bank of Canada
 Special Accounts
 121 King Street West, Suite 1200
 Toronto, ON M5H 3T9

Attention: Ruth Thomson
 Email: Ruth.Thomson@bdc.ca

and with a copy to:

Chaitons LLP
 5000 Yonge Street, 10th Floor
 Toronto, ON M2N 7E9

Attention: Maya Poliak
 Facsimile: (416) 218-1844
 Email: maya@chaitons.com

(ii) in the case of the Obligor:

c/o William Harvey Jones
Barrister and Solicitor
Suite 2702, 401 Bay Street
Toronto, Ontario
M5H 2Y4

By fax: (416) 596-8876
Email: wjones@williamjones.ca

44. Assignment – The Obligor may not assign this Agreement or any rights or obligations under this Agreement except with the prior written consent of the Bank which may be withheld in the Bank’s sole discretion.
45. Enurement – This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party) and permitted assigns.
46. Governing Law – This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
47. Execution and Delivery – This Agreement may be executed in counterparts, and acceptance of this Agreement may be provided by facsimile transmission or email transmission in PDF format and, on such execution and transmission, this Agreement shall be binding on the parties with the same force and effect as if originally executed.
48. Entire Agreement – The Loan Documents together with the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understanding or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS OF WHICH the parties have duly executed this Agreement on the date described above.

BUSINESS DEVELOPMENT BANK OF CANADA

By:

B. Thompson
Name:

[Signature]
Title:

Name: Angus Hutchinson
Title: Regional Director
Special Accounts

I/we have authority to bind the bank.

FORTE EPS SOLUTIONS INC.

By:

[Signature]
Name:

Title: John C. Cipressi

I have authority to bind the corporation.

16567 HIGHWAY 12 LIMITED

By:

[Signature]
Name:

Title:

I have authority to bind the corporation.

[Signature]
Witness

Witness

[Signature]
Witness

[Signature]
DOMINIC ZITA

[Signature]
JOHN CIPRESSI

SCHEDULE "A"
BORROWER DOCUMENTS

1. Commitment Letter dated January 23, 2013, as amended by letter dated February 23, 2013;
and
2. General Security Agreement dated January 31, 2013 granted by Forte EPS Solutions Inc. (the "**Borrower**") in favour of Business Development Bank of Canada (the "**Bank**").

Items 1 and 2 above are herein collectively referred to as the "**Borrower Security**".

SCHEDULE "B"

INDEBTEDNESS OWING

Loan No.091374-01	CDN Amount
Principal	\$525,150.00
Interest (accrued to May 19, 2017) ¹	\$13,222.96
Annual administration fee	\$500.00
Outstanding Forbearance Fee	\$5,000.00
Protective Disbursement	\$864.45
Interest on Protective Disbursement	\$7.06
Legal Fees	\$10,000.00
TOTAL:	\$554,744.47

¹ Daily accrual rate of \$85.60

SCHEDULE "C"
NEW GUARANTOR LIABILITIES

SCHEDULE "D"

CONSENTS

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

FORTE EPS SOLUTIONS INC.

Respondent

CONSENT

The Respondent, by its solicitors duly authorized, hereby consent to the form and contents of the draft order attached hereto as Schedule "A" and confirm that no person or party to these proceedings is under any legal disability.

DATED at _____, this _____ day of May, 2017

FORTE EPS SOLUTIONS INC.
by its solicitors William Harvey Jones

Per: _____
WILLIAM HARVEY JONES

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE)	DAY, THE TH DAY
)	
JUSTICE)	OF, 2017

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

FORTE EPS SOLUTIONS INC.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

ORDER
(Appointing Receiver)

THIS APPLICATION made by Business Development Bank of Canada (“**BDC**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing BDO Canada Limited as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Forte EPS Solutions Inc. (the “**Respondent**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Ruth Thomson sworn April 17, 2017 and the Exhibits thereto and on reading the consent of the Respondent to this Order and the consent of BDO Canada Limited to act as the Receiver,

APPOINTMENT

1. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Respondent acquired for, or used in relation to a business carried on by the Respondent, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect 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 Respondent, 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 Respondent;
- (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 Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondent or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Respondent and to exercise all remedies of the Respondent in collecting such monies, including, without limitation, to enforce any security held by the Respondent;
- (g) to settle, extend or compromise any indebtedness owing to the Respondent;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondent, for any purpose pursuant to this Order;
- (i) 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 Respondent, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) 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 \$200,000; 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* shall not be required.

- (l) 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;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondent;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Respondent, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondent;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Respondent may have; and

- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. **THIS COURT ORDERS** that (i) the Respondent, (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 Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

5. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give

unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

6. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE RESPONDENT OR THE PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Respondent or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondent 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 Respondent, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Respondent to carry on any business which the Respondent is not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondent from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Respondent 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 Respondent are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Respondent'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 Receiver in accordance with normal payment practices of the Respondent or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. **THIS COURT ORDERS** that all employees of the Respondent shall remain the employees of the Respondent until such time as the Receiver, on the Respondent's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

material respects identical to the prior use of such information by the Respondent, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless

otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$[50,000] (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

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

SERVICE AND NOTICE

24. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '[@](#)'.

25. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondent's creditors or other interested parties at their respective addresses as last shown on the records of the Respondent and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next

business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

28. **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.

29. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. **THIS COURT ORDERS** that BDC shall have its costs of this application, up to and including entry and service of this Order, on solicitor client basis as provided for by the terms of BDC's security.

31. **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 Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties Forte EPS Solutions Inc. (the "**Respondent**") acquired for, or used in relation to a business carried on by the Respondent, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 8th day of May, 2017 (the "**Order**") made in an action having Court file number ___-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

Court File No.

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

THE HONOURABLE) DAY, THE
JUSTICE)
) DAY OF, 201

B E T W E E N:

**IN THE MATTER OF THE BANKRUPTCY OF
1825119 ONTARIO LIMITED, IN THE CITY OF NIAGARA FALLS,
IN THE PROVINCE OF ONTARIO**

CONSENT

FORTE EPS SOLUTIONS INC. hereby consents to the immediate making of a bankruptcy order in respect of its property, assets and undertaking upon the application of Business Development Bank of Canada.

DATED at _____ this _____ day of _____, 20__.

FORTE EPS SOLUTIONS INC.

By:

Name:
Title:

I have authority to bind the corporation.

Name:
Title:

I have authority to bind the corporation.

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Plaintiff

-and-

FORTE EPS SOLUTIONS INC.

Defendant

CONSENT

The Defendant hereby consents to judgment being entered against it in favour of the Plaintiff in an amount equal to their respective indebtedness then outstanding to the Plaintiff under or relating to the credit facilities granted by the Plaintiff to the Defendant, including principal, interest, fees and expenses, together with interest at the rates applicable thereto and for that purpose, the amounts stated by the Plaintiff shall be binding and conclusive in the absence of manifest error.

FORTE EPS SOLUTIONS INC.

By:

Name:

Title:

I have authority to bind the corporation.

Name:

Title:

I have authority to bind the corporation.

Exhibit D to the affidavit
of JOHN CIPRESSI
sworn the 23 day of JULY, 2017.



Commissioner, etc.



ServiceOntario

LAND
REGISTRY
OFFICE #51

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

58474-0233 (LT)

PAGE 1 OF 2
PREPARED FOR Jones123
ON 2017/06/04 AT 13:30:06

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 101 CON 2 TAY PT 1 & 3, 51R14263; S/T R0926377; MIDLAND

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PJN_CREATION_DATE:
2001/10/09

OWNER'S NAMES
16567 HIGHWAY 12 HOLDINGS LIMITED

CAPACITY SHARE
R09N

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO						
** SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES AND ESCHEATS OR FOREFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2001/10/09 **						
R0166873	1963/05/30	BYLAW				C
R0213545	1965/11/25	BYLAW				C
51R14263	1986/03/26	PLAN REFERENCE				C
SC22728	2002/05/28	NOTICE AGREEMENT		THE CORPORATION OF THE TOWN OF MIDLAND	BRUN ENGINEERED PARTS INC.	C
SC998249	2012/07/20	TRANSFER	\$1,150,000	1767734 ONTARIO INC.	16567 HIGHWAY 12 HOLDINGS LTD.	C
REMARKS: PLANNING ACT STATEMENTS						
SC1041654	2013/02/21	APL CH NAME OWNER		16567 HIGHWAY 12 HOLDINGS LTD.	16567 HIGHWAY 12 HOLDINGS LIMITED	C
SC1041655	2013/02/21	CHARGE	\$500,000	16567 HIGHWAY 12 HOLDINGS LIMITED	WESTERN ONTARIO COMMUNITY FUTURES DEVELOPMENT CORPORATION ASSOCIATION INC.	C
SC1132541	2014/05/27	APL CH NAME INST		WESTERN ONTARIO COMMUNITY FUTURES DEVELOPMENT CORPORATION ASSOCIATION INC.	THE WESTERN ONTARIO COMMUNITY FUTURES DEVELOPMENT CORPORATION ASSOCIATION	C
REMARKS: SC1041655.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



LAND
REGISTRY
OFFICE #51

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

58474-0233 (LT)

PAGE 2 OF 2
PREPARED FOR Jones123
ON 2017/06/04 AT 13:30:06

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
SC1132564	2014/05/27	CHARGE	\$2,300,000	16567 HIGHWAY 12 HOLDINGS LIMITED	FIRST SOURCE MORTGAGE CORPORATION	C
SC1132565	2014/05/27	NO ASSGN RENT GEN		16567 HIGHWAY 12 HOLDINGS LIMITED	FIRST SOURCE MORTGAGE CORPORATION	C
SC1132566	2014/05/27	NO ASSGN RENT SPEC		16567 HIGHWAY 12 HOLDINGS LIMITED	FIRST SOURCE MORTGAGE CORPORATION	C
		REMARKS: SC1132566.				
SC1132567	2014/05/27	POSTPONEMENT		THE WESTERN ONTARIO COMMUNITY FUTURES DEVELOPMENT CORPORATION ASSOCIATION	FIRST SOURCE MORTGAGE CORPORATION	C
		REMARKS: SC1041655 TO SC1132564				
SC1411800	2017/05/23	CHARGE	\$700,000	16567 HIGHWAY 12 HOLDINGS LIMITED	BUSINESS DEVELOPMENT BANK OF CANADA	C
SC1411808	2017/05/23	NO ASSGN RENT GEN		16567 HIGHWAY 12 HOLDINGS LIMITED	BUSINESS DEVELOPMENT BANK OF CANADA	C
		REMARKS: SC1411800. DELETE SC1411808 UPON DELETION OF SC1411800				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Exhibit 'E' to the affidavit
of JOHN CIPRESSI
sworn the 23 day of JULY, 2017.



Commissioner, etc.

SALE AND INVESTMENT SOLCITATION PROCESS (“SISP”)

Forte EPS Solutions Inc. (the “Debtor”)

Defined Terms

1. All capitalized terms contained herein but not otherwise defined herein shall have the Meanings given to them in the order granted b the Ontario Superior Court of Justice (Commercial List) (the “Court”) on July 31, 2017 (the [” Approving Order”) in respect of the Debtor’s proceedings commenced under the *Bankruptcy and Insolvency Act* (the “BIA”).

SISP Procedures

2. The SISP Procedures set forth herein are intended to establish the following:
 - (a) the manner in which the Debtor’s property or the potential investment under the SISP should be advertised whether through traditional media or through other means will be brought to the attention of prospective buyers or investors;
 - (b) The manner through which the protective buyers can obtain due diligence and other disclosure materials; and
 - (c) the manner through which prospective buyer can become qualified Bidders;
 - (d) The manner of receipt and negotiation of offers received;
 - (e) The Process for the selection of the Successful Bidder; and
 - (f) process for the Court’s approval of any sale
3. The SISP will be conducted by the Proposal Trustee;
4. As soon as possible after the order of the Court approving the SISP Process the Proposal Trustee will use commercially reasonable efforts o identify prospective purchaser and investors. Thereafter the Proposal Trustee will issue invitations to such potential purchaser’s and investors Debtor including description of the acquisitions or the investment opportunity (the “Solicitation Letter”). The Solicitation Letter shall set forth the process whereby any prospective purchaser or investor can obtain access to confidential inflation concerning the potential acquisition or investment and access a confidentiality and non-disclosure agreement for delivery to the Proposal Trustee.
5. In order for such Prospective Bidder to participate in the SISP, the Proposal Trustee must receive a non-letter of intent form such Prospective Bidder (the “LOI”) on ore before August 25, 2017 which LOI shall include:

- (a) The specific financial terms and conditions inducing whether the proposal is a purchase of the assets or an investment;
 - (b) An acknowledgement that any purchase or investment is on an “as is where is basis”
 - (c) A description of any liabilities to be assumed;
 - (d) A timeline to closing;
 - (e) An estimate of the number of employees of the Debtor who will become employees of the prospective Bidder;
 - (f) Evidence of the Prospective Bidder’s ability to consummate and perform any proposed transactions; and
 - (g) A time line to closing of the proposed transition which must occur on or before September 15, 2017; and
 - (h) Such other information as may be reasonably requested by the Proposal Trustee
6. The Debtor and the Proposal Trustee will evaluate any letter of Intent that and at the same time identify the qualified Prospective Bidders;
7. Offers from qualified Prospective Bidders must be received by the Proposal Trustee before 5:00 m Toronto Time the 30th of August 2017(the “Offer Deadline”) and remain open for acceptance until 5:00 pm September 5th. 2017(the “Acceptance Date”).
8. An offer will only be considered a qualified offer if it is submitted by a qualified bidder before the offer deadline and if it meets the following requirements:
 - (a) It is irrevocable until after the Closing Date;
 - (b) It includes evidence that the Proposed Purchaser has the financial means to complete the proposed acquisition or investment;
 - (c) Include an acknowledgement that the purchaser or investor has relied solely on an independent review and investigation and that its has not relied on any representation by the Debtor the Proposal Trustee or their respective agents employees or advisers;
 - (d) Does not contain and material conditions to closing other than Court approval or required consents except such conditions that the Debtor and the Proposal Trustee explicitly agrees to;
 - (e) It is reasonable to conclude that the agreement will conclude on or before September 15, 2017; and
 - (f) It does not entitle any proposed purchaser to claim any break up termination or similar pare fees or expense claim.
9. In the event that more than one qualified offer is received the Proposal Trustee, the Debtor may:
 - (a) Close on such offer and take such steps as are required to complete the agreement so proposed; or

(b) Continue negotiations with a select number of qualified bidders with a view to finalizing an agreement with one of such selected qualified bidders.

10. Neither the Debtor or the Proposal Trustee will be under any obligation to accept any offer received through the SISP process and may recommend for approval by the court offers received by the Debtor received outside the SISP process.
11. The Debtor will apply for the approval of the Court of any offer (the "Approval Motion") and for order authorizing the Debtor to enter into any necessary agreement to complete and proposed agreement and to undertake and grant such orders as may be reasonably required effect to any agreement.
12. Prior to bringing any Approval Motion the successful Bidder must provide a deposit of at least fifteen (15%) percent of its purchase price or investment amount as a deposit. Such deposit will be held in trust by the Proposal Trustee and used in accordance with the successful bid upon closing.
13. In the event that the deposit is forfeited for any reason the is shall be forfeited as liquidated damages and not as a penalty.

Exhibit F to the affidavit
of JOHN CIPRESSI
sworn the 23 day of JULY, 2017.



Commissioner, etc.

**FORTE EPS SOLUTIONS INC.
STATEMENT OF FORECASTED CASH FLOWS
FOR THE 15 WEEKS ENDED NOVEMBER 5, 2017**

Cash balance - beginning of period

Cash receipts (includes HST)

Collection of AR

Receipts from new projects

Less: Costs of sales

Product costs

Labour costs

Transport

Net receipts after cost of goods sold

Disbursements (all applicable expenses include HST)

Rent and occupancy costs

Equipment repairs and maintenance

Insurance

Office & General WSIB & SOURCE DEDUCTIONS

Interest and bank charges

Management salaries

Telephone

Professional fees

Chemicals

Office salaries

Marketing

Vehicle expense

Net Cash-flow from operations

Payments to secured creditors

Business Development Bank of Canada

Travelers Leasing Inc.

Debtor-in-possession financing

Cash balance - end of period

	30-Jul-17	6-Aug-17	13-Aug-17	20-Aug-17	27-Aug-17	3-Sep-17	10-Sep-17	17-Sep-17	24-Sep-17	1-Oct-17
\$	20,300	10,299	472	46,737	90,375	34,781	1,481	69,668	56,162	6,866
	16,325	15,200	2,309							
	250	250	91,230	61,850	4,176	2,771	103,350	14,850	3,500	47,250
	16,575	15,450	93,539	61,850	4,176	2,771	103,350	14,850	3,500	47,250
	-	-	-	-	-	-	-	-	-	-
	8,785	-	9,285	-	12,035	-	500	-	8,000	-
	75	3,000	5,300	275	5,850	-	11,250	5,850	-	-
	8,860	3,000	14,585	275	17,885	-	11,750	5,850	8,000	-
	7,715	12,450	78,954	61,575	(13,709)	2,771	91,600	9,000	(4,500)	47,250
	2,815	18,300	9,900	450	10,500	31,515	9,400	500	10,450	31,815
	1,658	182	1,100	700	1,050	1,350	400	550	550	400
	606	329	335	3,334	3,543	-	329	-	3,940	-
	402	80	8,419	146	300	102	1,049	7,450	3,646	102
	100	400	100	100	100	400	100	100	100	400
	5,000	-	5,000	-	5,000	-	5,000	-	5,000	-
	-	-	-	-	-	-	-	-	-	-
	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	-	-	1,000	-	-	-	-	1,000	-	-
	4,610	-	4,610	-	4,610	-	4,610	-	4,610	-
	225	358	75	225	358	75	225	75	75	225
	300	629	150	779	150	629	300	629	150	779
	17,716	22,277	32,689	7,734	27,611	36,071	23,413	12,304	30,521	35,721
	(10,001)	(9,827)	46,265	53,841	(41,320)	(33,300)	68,187	(3,304)	(35,021)	11,529
				(10,202)	(14,275)			(10,202)	(14,275)	
	10,299	472	46,737	90,375	34,781	1,481	69,668	56,162	6,866	18,395

**FORTE EPS SOLUTIONS INC.
STATEMENT OF FORECASTED CASH FLOWS
FOR THE 15 WEEKS ENDED NOVEMBER 5, 2017**

	8-Oct-17	15-Oct-17	22-Oct-17	29-Oct-17	5-Nov-17
Cash balance - beginning of period	18,395	(48,649)	(115,724)	(148,839)	(10,841)
<i>Cash receipts (includes HST)</i>					
Collection of AR					
Receipts from new projects	10,250	14,850	250	179,250	10,250
	10,250	14,850	250	179,250	10,250
Less: Costs of sales					
Product costs	50,000	50,000	-	-	-
Labour costs	8,000	-	500	-	8,000
Transport	5,850	-	-	5,850	-
	63,850	50,000	500	5,850	8,000
	(53,600)	(35,150)	(250)	173,400	2,250
Net receipts after cost of goods sold					
<i>Disbursements (all applicable expenses include HST)</i>					
Rent and occupancy costs	-	9,900	450	31,815	-
Equipment repairs and maintenance	800	400	800	400	800
Insurance	329	-	3,659	281	329
Office & General WSIB & SOURCE DEDUCTIONS	380	8,619	446	102	380
Interest and bank charges	100	100	100	100	400
Management salaries	5,000	-	5,000	-	5,000
Telephone	-	-	-	-	-
Professional fees	2,000	2,000	2,000	2,000	2,000
Chemicals	-	-	1,000	-	-
Office salaries	4,610	-	4,610	-	4,610
Marketing	75	75	225	75	75
Vehicle expense	150	629	300	629	150
	13,444	21,723	18,590	35,402	13,744
	(67,044)	(56,873)	(18,840)	137,998	(11,494)
Net Cash-flow from operations					
Payments to secured creditors				(14,275)	
Business Development Bank of Canada					
Travelers Leasing Inc.		(10,202)			
Debtor-in-possession financing					
Cash balance - end of period	(48,649)	(115,724)	(148,839)	(10,841)	(22,335)

Exhibit G to the affidavit
of JOHN CIPRESSI
sworn the 23 day of JULY, 2017.



Commissioner, etc.

DEBTOR IN POSSESSION LOAN AGREEMENT

THIS AGREEMENT made as of the day of August 2017.

BETWEEN:

Forte EPS Solutions Inc., a corporation incorporated under the laws of Canada and having its head office at Midland, Ontario

(hereinafter referred to as the "Borrower")

OF THE FIRST PART,

-- and --

16567 Highway 12 Holdings Limited, a corporation incorporated under the laws of Canada and having its head office at Midland Ontario,

(hereinafter referred to as the "Lender")

OF THE SECOND PART

WHEREAS THE Borrower has filed a Notice of Intention to file a proposal pursuant to Section 50.4 of the *Bankruptcy and Insolvency Act* (the "BIA") and in such proceedings the Borrower has sought and obtained an order approving a sales and investment solicitation process and this Credit Facility;

WHEREAS the Borrower has requested that the Lender loan to the Borrower the aggregate sum of up to a maximum \$450,000.00 on the terms and conditions hereinafter set forth (hereinafter the "DIP Loan Facility");

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar paid by each party hereto to each of the other parties hereto and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), it is agreed as follows:

ARTICLE ONE -- DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement unless something in the subject matter or context is inconsistent therewith:

- (a) **BIA Court proceedings** means the proceedings in the Ontario Superior Court of Justice in Bankruptcy bearing Court File o. 31-2253554
- (b) **"Business Day"** means any day other than a Saturday or Sunday, or holiday, on

which Canadian chartered banks are open for business in Toronto, Ontario;

(c) **“DIP Charge”** means the DIP Charge granted by the Superior Court of Justice as a fully perfected charge on all the property of the Borrower including all existing or after acquired real and personal property of the Borrower which shall rank in priority to all other charges affecting the property of the Borrower except an Administrative Change in favour of the Proposal trustee of the Borrower and cetin security granted By the Borrower in favour of the Business Development Bank of Canada;

(d) **“Definitive Loan Documentation”** shall include evidence of indebtedness, a general security agreement and filing statements in respect thereof and all related agreements reasonably necessary to secure the advances of the Lender to the Borrower and shall be in a form and substance reasonably satisfactory to the Lender and shall include provisions customarily included in debtor in possession credit facilities in Canada.

ARTICLE TWO – THE DIP CREDIT FACILITY LOAN

2.1 **The Loan.** The Lender hereby agrees that on the terms and subject to the conditions set forth herein, it will make a loan (the “DIP Loan Facility”) in the aggregate maximum amount of up to four hundred and fifty thousand (\$450,000) to the Borrower. Subject to the provisions of the Definitive Laon Documentation, such DIP Loan Facility shall be repayable by the Borrower upon the sale of its assets pursuant to the provisions of the BIA upon the approval of the Proposal of the Borrower or otherwise and such advances shall bear interest at the rate of fifteen (15%) per cent per annum compounded semi-annual not in advance.

ARTICLE THREE – CONDITIONS PRECEDENT TO DRAW DOWN

3.1 **Condition Precedent.** No advances under this proposed DIP Loan Facility shall be required until the Definitive Loan Documentation has been completed and the Definitive Loan Documentation shall include terms and conditions customarily included in debtor in possession credit facilities in Canada and, without limiting the generality of the foregoing, it shall include:

- (a) All customary court orders, credit agreements, promissory notes, security agreements, drawdown certificates and financing statements, to be prepared and executed in a form satisfactory to the Lender; and
- (b) An order approving the credit facility contemplated hereunder shall have been entered in the Ontario Superior Court of Justice creating a DIP Charge in form and substance reasonably satisfactory to the Lender and the said DIP Charge shall not have been reversed, modified amended or stayed in a manner adverse to the interests of the Lender

ARTICLE FOUR -- COVENANTS

4.1 **Covenants.** The Definitive Loans Documentation shall contain customary covenants, representations, and warranties reasonably used in similar debtor in possession financings in

Canada and as deemed appropriate in the judgment of the Lender.

ARTICLE FIVE -- EVENTS OF DEFAULT

5.1 Default. The Definitive Loan Documentation shall contain customary events of default used in similar debtor in possession financing in Canada and as deemed appropriate in the judgment of the Lender.

ARTICLE SIX -- GENERAL CONTRACT PROVISIONS

6.1 Notices. All notices, requests, demands or other communications (collectively, "Notices") by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party as follows:

- (a) To the Borrower at: care of Albert Gelman Inc
 Suite 125- 100 Simcoe Street,
 Toronto, Ontario
- Attention: Tom McElroy
- (b) To the Lender at: care of 1075 Queensway Street East
 Mississauga, Ontario

or at such other address as may be given by such person to the other parties hereto in writing from time to time.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

6.3 Counterparts. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original and such counterpart together shall be but one and the same instrument.

10.4 Enurement. This agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

6.5 Currency. Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

6.6 Headings for Convenience Only. The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the exclusive jurisdiction of the Courts of such Province.

6.8 Gender. In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

6.9 Legislation References. Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

6.10 Severability. If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Debtor in Possession Loan Agreement this day of August 2017.

Forte EPS Solutions Inc.

Per: _____ C/S
[Authorized Signing Officer]

16567 Highway 12, Holdings Limited

Per: _____ C/S
[Authorized Signing Officer]

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
FORTE EPS SOLUTIONS INC.**

(Short title of proceeding)

Court file no. 31-2253654
Estate File no. 31-2253654

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Motion Record

William Harvey Jones
Barrister and Solicitor
2702-401 Bay Street,
Toronto, Ontario
M4V 3A1
LSUC # 38733J

(416) 596-8876
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Lawyer for the DEBTOR/APPLICANT