



Court File No. 33-155815

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

THE HONOURABLE MADAM) THURSDAY, THE 20th DAY
JUSTICE METIVIER) OF AUGUST, 2009

**IN THE MATTER OF THE BANKRUPTCY OF TRI-GRAPHIC
PRINTING (OTTAWA) LIMITED, A BODY CORPORATE,
HAVING ITS HEAD OFFICE IN THE CITY OF OTTAWA,
IN THE PROVINCE OF ONTARIO**

ORDER

THIS MOTION, made by Deloitte & Touche Inc. (the "Trustee"), in its capacity as Estate Trustee of Tri-Graphic Printing (Ottawa) Limited (the "Company"), for an order approving the sale transaction (the "Transaction") contemplated by an asset purchase agreement dated August 18, 2009 (the "Purchase Agreement") between the Company and 4517008 Canada Inc. (the "Purchaser") vesting in the Purchaser the Company's right, title and interest in and to the assets being purchased, as described in the Purchase Agreement (the "Purchased Assets"), was heard this day at 161 Elgin Street, Ottawa, Ontario.

ON READING the motion materials, the Report of the Trustee dated August 18, 2009, the affidavit of Douglas Doane, sworn August 18, 2009, filed, and on hearing the submissions of counsel for the Trustee:

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that Fraser Milner Casgrain is hereby appointed as counsel to the Trustee.

3. THIS COURT ORDERS AND DECLARES that the Purchase Agreement, including the purchase price thereunder, is fair, commercially reasonable and in the best interests of the Company and its stakeholders.

4. THIS COURT FURTHER ORDERS that the Trustee's acceptance of the Purchase Agreement be and it hereby is approved.

5. THIS COURT authorizes and empowers the Trustee to transfer its right, title and interest in and to the Purchased Assets to the Purchaser in accordance with the Purchase Agreement, to agree to such amendments to the Purchase Agreement as may, in the Trustee's discretion, be necessary or advisable, to perform the obligations of the Company contained in the Agreement, to receive payment of the amounts payable under the Purchase Agreement, both on closing and subsequent thereto, and to give assurances and take all steps and execute such documents contemplated by the Purchase Agreement both on closing and subsequent thereto to effectually carry out the terms of the Purchase Agreement, including without limitation the release of all monies to the Purchaser held in certain trust accounts, and the entering into of such agreements with any holders of any encumbrances, charges or liens against the Purchased Assets which are necessary in order for the completion of the transaction pursuant to the Purchase Agreement;

6. THIS COURT FURTHER ORDERS that all of the costs of the Trustee and its solicitors of this motion, the negotiation and completion of the Purchase Agreement, the Settlement Agreement as amended, the negotiation and completion of any subsequent agreements with any persons including without limitation the holder of any mortgages, liens or encumbrances in the Purchased Assets, the creditors of the Company and all matters incidental thereto, be paid out of the estate upon approval by this Court;

7. THIS COURT ORDERS that this Order is subject to provisional execution notwithstanding any appeal.

M. Metivier, J

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Proceeding commenced at OTTAWA

ORDER

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