

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C.
B-3, AS AMENDED**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF AZURE PUBLISHING INC.
FILED IN THE CITY OF TORONTO, IN THE PROVINCE
OF ONTARIO**

MOTION RECORD OF AZURE PUBLISHING INC.

October 8, 2025

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TO: THE ATTACHED SERVICE LIST

TO: THE SERVICE LIST

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C.
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FILED IN THE CITY OF TORONTO, IN THE PROVINCE
OF ONTARIO**

NOTICE OF MOTION
(returnable October 10, 2025 at 10:00 AM)

Azure Publishing Inc. (“**Azure**” or the “**Company**”) has filed a Notice of Intention to Make a Proposal (an “**NOI**”) under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”). Azure will make a motion by videoconference to a judge presiding over the Ontario Superior Court of Justice (Commercial List) sitting at the courthouse at 330 University Avenue, 9th Floor, Toronto, Ontario M5G 1R7 on Friday October 10, 2025 at 10:00 AM, or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard by video conference by Zoom, which may be accessed at a link to be provided.

THE MOTION IS FOR an initial NOI order and SISP order, (the “**Order**”) substantially in the form of the draft order located at Tab 3 of Azure’s Motion Record, including, for the following relief:

Service

1. abridging the time for service and filing of the notice of motion and the motion record, validating service of the notice of motion and the motion record so that this motion is properly returnable on October 10, 2025, and dispensing with further service thereof;

Stay Extension

2. extending the time for Azure to file a proposal under section 50.4(9) of the BIA by 45 days to and including November 24, 2025;

Approval of Proposal Trustee's First Report

3. approving the first report of the Proposal Trustee, to be filed separately with the Court (the "**First Report**"), and the activities of the Proposal Trustee set out therein;

Approval of SISP

4. approving the sale and investment solicitation process (the "**SISP**"), as described in the First Report, and the SISP procedures, as described in the First Report and appended to the Order (the "**SISP Procedures**");
5. authorizing the Proposal Trustee to fully implement and administer the SISP to canvass the market for an investment in Azure's business and, concurrently, to market Azure's business and assets for sale;

Approval of Interim Financing

6. authorizing Azure to enter into the interim financing term sheet (the "**DIP Loan Agreement**") with 1449483 Ontario Ltd. ("**1449483**" or "**DIP Lender**") as interim lender;

Approval of KERP

7. approving the key employee retention plan (the “**KERP**”) in respect of the Company’s employees, and payments to the key employees detailed therein;

Approval of Priority Charges

8. granting priority charges over Azure’s property, assets and undertakings as follows:
 - a) a first-ranking priority charge in an amount not to exceed \$100,000.00 in favour of the Proposal Trustee and the Proposal Trustee’s legal counsel, as well as Azure’s legal counsel, as security for the professional fees and disbursements of counsel to Azure, the Proposal Trustee and counsel to the Proposal Trustee (the “**Administration Charge**”);
 - b) a second-ranking priority charge in an amount not to exceed \$70,000.00 (the “**KERP Charge**”) securing the amounts owing to the key employees under the KERP;
 - c) a third-ranking priority charge in an amount not to exceed \$230,000.00 plus interest, fees and expenses (the “**DIP Charge**”) as security for all of Azure’s obligations to 1449483 under the DIP Loan Agreement;

Critical Vendors Order

9. an Order authorizing Azure to pay certain pre-filing arrears to vendors whose products and/or services are essential to Azure’s ongoing operations and/or may be critical to implementing the contemplated sale or other restructuring alternatives in these proposal proceedings (the “**Critical Vendors**”), which payments (a) shall not exceed an aggregate amount of \$88,500.00, being the amount forecast in the Cash Flow (as defined below) and (b) shall be subject to the prior approval of the Proposal Trustee;

Other Relief

10. such further and other relief as may be required to advance Azure's restructuring and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

11. Azure is an Ontario company that publishes an award-winning international magazine with a focus on contemporary architecture and design, and is headquartered in Toronto;
12. Azure is primarily financed by 1449483, which is also the proposed DIP Lender in these proceedings. 1449483 is no longer prepared to provide continued financing to Azure, save and except as outlined herein;
13. Azure is insolvent with approximately \$600,000 owing in secured debt to 1449483, and approximately \$178,742.32 in unsecured debt owing;
14. As a result of general financial pressures and, importantly, 1449483's inability to continue financing Azure in the ordinary course, Azure has been placed in severe financial distress. The loss of credit facilities has deprived Azure of the liquidity necessary to meet its ordinary course obligations, including payroll, vendors, and ongoing contractual commitments. Azure's cash and cash flow has declined to the point where it is necessary to restructure;
15. As a result, on September 10, 2025, Azure filed a NOI with the goals of stabilizing operations; preserving going-concern value; identifying one or more purchasers of, or investors in, Azure or its business through a SISP conducted by the Proposal Trustee; and, then, developing a BIA proposal for the distribution of the proceeds to its creditors;

Approval of the SISP

16. The SISP, including the SISP Procedures, are consistent with insolvency practices and procedures in like circumstances, are favourable to Azure and are reasonable having regard to the circumstances; the SISP will facilitate an efficient transparent, court-supervised process in an attempt to maximize potential realizations on, and/or investment in, the business enterprise;
17. The Proposal Trustee assisted with the development of - and has agreed to facilitate - the SISP and the SISP Procedures;
18. The SISP is designed to commence by no later than October 17, 2025, and requires interested parties to submit qualifying bids (a “**Qualifying Bid**”) by no later than November 17, 2025;
19. The SISP is also designed such that the Proposal Trustee may terminate it, with the written consent of the Company, at any time prior to October 17, 2025;
20. The SISP contemplates the Company seeking approval of a sale by no later than November 25, 2025, subject to Court availability, with a closing to take place no later than eleven days after Court approval of the winning offer;

Interim Financing (DIP Loan)

21. Azure will require funding to facilitate these proceedings, to implement the SISP and to fund working capital needs during the NOI period;
22. In connection with the NOI, and with the assistance of the Proposal Trustee, Azure prepared and filed a cash flow forecast (the “**Cash Flow**”) which is appended as Exhibit I to the Affidavit of Sergio Sgaramella sworn October 8, 2025 (the “**Sgaramella Affidavit**”). The DIP Loan Agreement will make up to \$230,000.00 available to Azure for use in

accordance with the Cash Flow, conditional on Court approval of the term sheet and the DIP Charge;

23. 1449483 is a non-arm's length entity formed by some of the investors in Azure, and is currently Azure's sole secured lender;
24. The terms of the DIP Loan Agreement are reasonable and in line with prevailing insolvency practices, and the proposed borrowings thereunder are appropriate in the circumstances and sufficient to fund Azure's cash flow needs through to the end of the extension period sought on the within motion;
25. Azure will be unable to meet its financial obligations, nor facilitate these proceedings, absent the additional funding provided through the DIP Loan Agreement;

DIP Charge

26. Azure requests the granting of a DIP Charge in the amount of \$230,000.00;
27. The availability of financing under the DIP Loan Agreement is conditional on the Court granting a priority charge against the assets of Azure to secure the indebtedness thereunder, ranking behind the Administration Charge and KERP Charge;
28. The ability to access funding under the DIP Loan Agreement is critical to the implementation of these proceedings, the SISF and Azure's operations during the NOI period;
29. The granting of the DIP Charge is in line with prevailing insolvency practices and the proposed amount thereof is appropriate in the circumstances;

Administration Charge

30. Azure requests the granting of an Administration Charge (ranking ahead of the DIP Charge and KERP Charge) in the amount of \$100,000.00 to secure the fees of the professionals assisting Azure, including the Proposal Trustee and its counsel, and Azure's counsel;
31. Each of the proposed beneficiaries of the Administration Charge will play a critical role in Azure's proposal proceedings and restructuring steps. It is unlikely that they would agree to participate in these proposal proceedings unless the Administration Charge is granted to secure their fees and disbursements;
32. The granting of the Administration Charge is in line with prevailing insolvency practices and the proposed amount thereof is appropriate in the circumstances;

KERP & KERP Charge

33. The KERP is designed to retain and incentivize Azure's employees and independent contractors who are important to the business of Azure (collectively, the "**KERP Participants**"). The KERP Participants perform important functions and the knowledge and skills possessed by them are irreplaceable, making their continued engagement vital both to Azure's operations during the proposal proceedings as well as Azure's appeal as a going concern business following the SISP;
34. The aggregate amount which may become payable to the KERP Participants under the KERP is approximately \$70,000.00;
35. In order to secure the payment owed to the KERP Participants in accordance with the KERP, Azure seeks an Order granting to the KERP Participants a KERP Charge in the maximum amount of \$70,000.00 ranking ahead of the DIP Charge but behind the Administration Charge;

36. The Proposal Trustee is of the view that the KERP and the KERP Charge are reasonable and appropriate in the circumstances;

Critical Vendor Payments

37. With the consent of the Proposal Trustee, and in accordance with the cash flow forecast and DIP Loan Agreement, Azure seeks authorization to pay certain pre-filing arrears to the Critical Vendors, up to an aggregate amount of \$88,500.00, based on a critical vendor list and proposed payments provided to – and subject to the prior approval of – the Proposal Trustee;

38. The DIP Lender supports Azure's request for approval to make the above payments to Critical Vendors, in the circumstances;

Extension to Time to File a Proposal

39. The existing stay of proceedings triggered by the filing of the NOI will expire on October 10, 2025 unless extended by Order of this Honourable Court;

40. Azure seeks a 45 day extension of time to file a proposal to and including November 24, 2025 in order to provide stability to Azure's business while the Proposal Trustee implements the proposed SISP;

41. The Cash Flow demonstrates that Azure will, with the DIP financing, have sufficient funding to continue operating through to the end of the requested extension period;

42. If the requested extension, together with subsequent extensions, are granted, Azure will not only be able to implement the SISP but will be able to explore options for making a viable proposal to its creditors in conjunction therewith;

43. Without the extension, Azure will not be in a position to make a viable proposal to its creditors before October 10, 2025 and would be deemed bankrupt after the expiry of the stay on that date, to the detriment of its creditors and stakeholders;

44. None of Azure's creditors will be materially prejudiced if the requested extension is granted;

45. Azure has acted, and is acting, in good faith and with due diligence;

Support of Proposal Trustee and Other Grounds

46. The Proposal Trustee supports the relief being sought by Azure;

47. The proposed DIP lender, 1449483, who is also Azure's sole secured creditor, supports the relief sought herein;

48. Azure is not presently aware of any creditor which opposes the relief sought;

49. Such other grounds as are set out in the Sgaramella Affidavit and in the First Report;

50. The inherent and equitable jurisdiction of this Honourable Court;

51. Sections 50.4(9), 50.6, 64.1, 64.2 and 65.13 of the BIA;

52. Rules 1.04, 2.03, 3.02, 16.04 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

53. Such further and other grounds as counsel may advise and this Court may permit.

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

1. The Sgaramella Affidavit, and the Exhibits attached thereto;
2. The First Report of the Proposal Trustee and the appendices attached thereto; and

3. Such further and other documentary evidence as counsel may advise and this Court may permit.

October 8, 2025

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PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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TAB 2

Court File No. BK-25-03270451-0031
Estate No. 31-3270451

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AFFIDAVIT OF SERGIO SGARAMELLA

I, **SERGIO SGARAMELLA**, of the City of Toronto in the Province of Ontario, **AFFIRM AND STATE:**

1. I am a director and officer, as well as the founder of Azure Publishing Inc. (“**Azure**” or the “**Company**”) and as such, have personal knowledge of the matters contained in this affidavit. Where facts deposed to in this affidavit are based on information from others, I verily believe such information to be true and accurate.
2. Azure is a privately-held corporation, incorporated pursuant to the laws of Ontario with its headquarters located in Toronto, Ontario. Azure operates an award-winning international magazine with a focus on contemporary architecture and design.
3. On September 10, 2025, Azure filed a notice of intention to make a proposal (the “**NOI**”) pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). Dodick Landau Inc. was named proposal trustee (the “**Proposal Trustee**”). A copy of the certificate of filing of the NOI from the Superintendent of Bankruptcy in respect of the Proposal Proceeding is attached as **Exhibit ‘A’**.

4. This affidavit is sworn in support of a motion by Azure for an initial NOI order and SISP order which provides, *inter alia*, as follows:

Stay Extension and Approval of First Report of the Proposal Trustee

- (a) An initial NOI order, among other things;
- (i) extending the time for Azure to file a proposal under section 50.4(9) of the BIA by 45 days to and including November 24, 2025;
 - (ii) approval the first report of the Proposal Trustee, to be filed separately with the Court (the “**First Report**”), and the activities of the Proposal Trustee set out therein;
 - (iii) authorizing the Proposal Trustee to fully administer the SISP (as defined below) to market Azure’s business and assets and approving the SISP Procedures (as defined below);

DIP, Administration and KERP Charges

- (b) An Order authorizing Azure to enter into the interim financing term sheet (the “**DIP Loan Agreement**”) with 1449483 Ontario Ltd. (“**1449483**” or “**DIP Lender**”) as interim lender, and
- (i) granting 1449483 a super priority charge in an amount not to exceed \$230,000.00 plus interest, fees and expenses, against Azure’s property, assets and undertakings (the “**DIP Charge**”) as security for all of Azure’s obligations to 1449483 under the DIP Loan Agreement. The DIP Charge shall rank ahead of all other security trusts encumbrances and claims on Azure’s

property assets and undertakings, with the exception of the Administration Charge and KERP Charge (defined below);

- (ii) granting a super-priority charge against Azure's property, assets and undertakings (ranking ahead of the DIP Charge and KERP Charge) in an amount not to exceed \$100,000, in favour of Azure's legal counsel, the Proposal Trustee and the Proposal Trustee's legal counsel, as security for the professional fees and disbursements of the Proposal Trustee and counsel to the Proposal Trustee and counsel to Azure (the "**Administration Charge**"), which shall rank ahead of all other security trusts encumbrances and claims on Azure's property assets and undertaking;
- (iii) granting a super-priority charge in an amount not to exceed \$70,000.00 (the "**KERP Charge**") securing the amounts owing to the key employees under the KERP (as defined below), which shall rank ahead of all other security trust encumbrances and claims on Azure's property and undertaking including the DIP Charge but below the Administration Charge;

KERP Order and KERP Charge

- (c) An Order approving the key employee retention plan (the "**KERP**") in respect of the Company's employees with the amounts payable to the key employees pursuant to the KERP Charge;

Critical Vendors Order

- (d) An Order authorizing Azure to pay certain pre-filing arrears to vendors whose products and/or services are essential to Azure's ongoing operations and/or may be critical to implementing the contemplated sale or other restructuring alternatives in this Proposal Proceeding (the "**Critical Vendors**"); and

SISP Order

- (e) An Order approving a sale and investment solicitation process for the business and assets of Azure, a copy of which is attached below (the “SISP”) and the steps to implement same (the “SISP Procedures”).

A. THE BUSINESS ENTERPRISE

a. Background, Ownership and Operations

- 5. Azure is currently insolvent with a total indebtedness estimated at approximately \$850,000. It has initiated this Proposal Proceeding with the support of its ultimate shareholders in order to stabilize the business enterprise, protect the viability of the business, implement a sales process to maximize returns to stakeholders, and develop a proposal to distribute the proceeds thereof to its creditors.
- 6. Azure is an award-winning international media company with a focus on contemporary architecture and design. It produces a print magazine six (6) times per year and also organizes the ‘AZ Awards’ which is an annual international competition featuring the best works and projects in the industry. In addition, Azure organizes an annual conference on climate change mitigation in our industry called ‘Human/Nature’. Designlines, which is Azure’s online sister publication, is focused on local residential interiors and provides inspiration and ideas on contemporary interior design. The ‘Best of Design Awards’ is Designlines’ annual competition open to local designers and architects operating in the GTA.
- 7. I, together with my son, Francesco Sgaramella, are the directors and officers of Azure. I hold the title of President/Chairman, while Francesco acts as Secretary. I own 49 Class C Common shares and 386,061 Class B shares of Azure. The Estate of Nelda Rodger (which

is a spousal trust established for me by my late wife, Nelda Rodger) owns approximately 50 Class C Common shares and 393,939 Class B shares. Azure's capital structure table is attached hereto as **Exhibit 'B'**.

8. For the past 2 years, Azure has been primarily financed by 1449483, of which I am a director. Attached hereto as **Exhibit 'C'** is 1449483's registered corporate profile report. During that time, 1449483 has injected approximately \$600,000 into Azure in order to sustain its business and operations.
9. 1449483 is no longer in a financial position to provide continued financing to Azure, without the protections of the proposed DIP Charge. Azure remains unable to meet its financial obligations absent additional funding.

b. Business Assets

10. Azure's assets consist primarily of office furniture, computers, printers, its database of industry professionals operating in the architecture and design industry, and its team of media editors with industry knowledge. 'Azure' and 'DesignLines' are registered trademarks in Canada and the USA.
11. Azure's financial statements for 2024 and its current internal balance sheet and income statement as of August 24, 2025, are attached hereto as **Exhibit "D"**.

B. CREDITORS

a. Secured Creditors

12. Pursuant to a Promissory Note dated July 18, 2024 (the “**Promissory Note**”), Azure is indebted to 1449483 in the amount of \$800,000. A copy of the Promissory Note is attached as **Exhibit ‘E’**.
13. Azure’s obligations to 1449483, including under the Promissory Note, are secured by a general security agreement dated July 18, 2024 (“**GSA**”) against all present and after acquired personal property of Azure. A copy of the GSA is attached as **Exhibit ‘F’**.
14. The GSA is validity registered against Azure under the Ontario Personal Property Security Act (the “**PPSA**”). A copy of a *PPSA* search report for Ontario in respect of Azure is attached as **Exhibit ‘G’** and identifies 1449483 as Azure’s sole secured creditor.

b. Unsecured Creditors

15. As at September 8, 2025, Azure’s books and records show that there are approximately 58 different unsecured creditors with debts totaling approximately \$178,742.32. A copy of Azure’s Statement of Affairs listing its creditors, filing in connection with its NOI, is attached hereto as **Exhibit ‘H’**.

c. Employees

16. Azure has approximately 15 direct employees. Azure’s payroll obligations are approximately \$55,000 on a recurring biweekly basis and constitute one of the largest ongoing expenses of the business. Notwithstanding the financial burden, the employees are critical to the continued operation of Azure, as they possess the skills, knowledge, and relationships necessary to maintain client service and preserve enterprise value. They are also vital to maintaining Azure’s appeal as a going-concern business through the SISF. In

recognition of their importance, and in order to ensure the stability and retention of key staff during this restructuring process, Azure is seeking approval of a KERP and KERP Charge as part of the NOI proceedings, the terms of which are further particularized below.

C. CIRCUMSTANCES LEADING UP TO THE PROPOSAL PROCEEDING

17. The primary cause of Azure's financial difficulties has been its inability to fund operations without financing by 1449483 and 1449483's inability to continue the same. In addition, the media industry has undergone dramatic changes in the past decade, and print media is no longer profitable. While Azure has been successful in diversifying its platform with the introduction of the 'AZ Awards' competition, the 'Human/Nature Conference', and other industry events, it has not been able to fully compensate the diminishing print revenues with these new initiatives. In order to retain our valuable team, we have also had to gradually but substantially increase our payroll, which now amounts to over 50% of our total expenditures, making Azure unprofitable since 2023.
18. As the primary investor in 1449483, I am no longer in a financial position to continue personally funding Azure. Until now, my personal advances to 1449483 have served as Azure's principal source of financing and have enabled the business to sustain its operations. However, due to the strain of ongoing financial obligations and the exhaustion of my personal resources, I have determined that 1449483 is unable to fund Azure as it has done in the past. However, 1449483 is prepared to advance a maximum of \$230,000 in additional financing in these NOI Proceedings through the terms of the proposed DIP Loan Agreement.
19. With cash flow constraints intensifying, and access to external financing curtailed, Azure has determined that the NOI proceedings are necessary to provide a framework to stabilize

operations, preserve value, arrange the orderly marketing and sale of its business and assets to maximize potential returns for its creditors and facilitate the continuation of the business as a going-concern. This course is the only realistic option at this time for the company and is in the best interests of its stakeholders.

D. CASH FLOW, DIP FINANCING & DIP CHARGE

20. As required by the BIA, Azure prepared a cash flow and the Proposal Trustee prepared a report on same and it was duly filed within the 10 days of the NOI (the “**Cash Flow**”), a copy of which is attached hereto as **Exhibit ‘I’**.
21. The Cash Flow provides that Azure will not be able to operate through the restructuring process without interim funding. To back stop the cash flow requirements of Azure during the Proposal Process, 1449483, in its capacity as the proposed lender under the DIP Loan Agreement (the “**DIP Lender**”), has offered to make available to Azure interim funding pursuant to the terms of the DIP Loan Agreement, substantially in the form attached as **Exhibit ‘J’**, to fund operations and the cash shortfall anticipated in the Extended Cash Flow. As noted below, 1449483 is capitalized by some of the investors in Azure, and I am a participant and, as such, it is not arm’s length.
22. The DIP Loan Agreement is conditional on the Court granting an order, on terms acceptable to the DIP Lender, approving the DIP Loan Agreement and granting the DIP Charge on the property, assets and undertakings of Azure, which charge shall rank in priority to all other security, trusts (whether statutory or otherwise), encumbrances and claims, save and except for the Administration Charge and the KERP Charge.

23. Azure believes that the terms of the DIP Loan Agreement are reasonable in the circumstances and should be approved. In the absence of the DIP Loan, Azure will not be able to conduct the SISP and will be forced to shut down the business and commence a liquidation of their assets, resulting in the loss of value and jobs, which would be detrimental to all of Azure's creditors and stakeholders.

E. ADMINISTRATION CHARGE

24. To ensure payment of the fees and expenses of each the Proposal Trustee, the Proposal Trustee's legal counsel, and Azure's legal counsel, Azure seeks the Administration Charge, which is to rank in priority to all security, trusts (whether statutory or otherwise), encumbrances and claims on the property, assets and undertakings of Azure. The Administration Charge is reasonable in the circumstances. The continued services of the professionals are critical to the progress and success of this Proposal Proceeding and the SISP and, without such charge, the foregoing professionals are unlikely to continue in their capacities in support of these NOI proceedings.

F. KERP AND KERP CHARGE

25. Azure seeks this Court's approval of the KERP which is designed to retain and incentivize the KERP employees (the "**KERP Participants**") who are key employees who are part of the management and operations of Azure. The KERP Participants perform important management or business functions and the institutional knowledge and skills possessed by them are irreplaceable, making their continued engagement vital to Azure's operations during these NOI proceedings.

26. The KERP was developed by Azure with the assistance of the Proposal Trustee and takes into consideration the KERP Participants' existing compensation packages and the circumstances of these Proposal Proceeding. The aggregate amount which may become payable to the KERP Participants under the KERP is approximately \$70,000.00.
27. A copy of the KERP form letter (which omits any personal or specific employee details) sent to all employees is attached as **Exhibit K**. In order to secure the payment owed to the KERP Participants, Azure seeks an Order granting to the KERP Participants a KERP Charge in the maximum amount of \$70,000.00, ranking ahead of the DIP Charge but behind the Administration Charge.
28. The KERP Charge is reasonable in the circumstances. The KERP Participants perform important functions and the knowledge and skills possessed by them are irreplaceable, making their continued engagement vital both to Azure's operations during the NOI proceedings as well as Azure's appeal as a going concern business.

G. RANK OF CHARGES

29. For clarity, Azure requests that the Court-ordered charges herein will rank, as against, each other, as follows:
 - (i) first, the Administration Charge;
 - (ii) second, the KERP Charge; and
 - (iii) third, the DIP Charge,

which charges shall survive the bankruptcy of Azure (if applicable) and are to rank in priority to all other security, trusts (whether statutory or otherwise), encumbrances and claims on the property, assets and undertakings of Azure.

H. THE SISP

30. Azure, in consultation with the Proposal Trustee and 1449483, and subject to the approval of this Court, developed a detailed SISP to be administered by the Proposal Trustee, as summarized below and detailed in the draft SISP procedures attached as **Exhibit 'L'**. The final SISP procedures will be appended to the First Report. I understand that the SISP terms largely follow those commonly used for insolvency proceedings in Ontario.
31. The purpose of having the Proposal Trustee rather than Azure administer the SISP is because I am a director of 1449483 and hence it is not at arm's length. As well, it is anticipated that I may be asked to assist some potential arm's length bidders with their bids and/or their post-sale integration process, as my knowledge of the business would assist bidders in understanding and maximizing value from a purchase of the assets. It is anticipated that the involvement of management in the bids (and post-sale integration by successful bidders) will help put bidders in a position to make higher offers for the assets than they otherwise may be able to do. Given these potential buy-side roles of management in the bidding process, having SISP run by the Proposal Trustee ensures there is an independent party in charge of the process and the evaluation of the bids.
32. The following is a summary of the SISP Procedure:

- (a) the SISP contemplates a dual track process, which will allow for the acceptance of bids for investments and restructuring proposals, as well as bids to acquire the business and assets of Azure (the “**Opportunity**”);
- (b) the Proposal Trustee will administer the SISP and will commence the process by no later than October 17, 2025;
- (c) as soon as reasonably practicable, the Proposal Trustee will prepare a list of potentially interested parties for participation in the SISP and will provide them with a ‘teaser’ to participate in the SISP;
- (d) all participants will be required to execute a non-disclosure agreement and disclose indirect and direct principals of the participant;
- (e) any party executing a non-disclosure and confidentiality agreement will be invited to review a virtual data room including the salient details of the business and assets of Azure and to submit non-binding expressions of interest;
- (f) the Proposal Trustee will review the expressions of interest and invite select parties to submit binding letters of intent in the form of a completed agreement of purchase and sale;
- (g) all offers must be, and all transactions will proceed, on an “as is, where is” basis and will not be conditional on diligence or financing;
- (h) the final bid (or bids) will be selected and executed;
- (i) Azure will then seek Court approval of the selected transaction (or transactions); and

- (j) the transaction(s) shall close forthwith after Court approval but by no later than eleven (11) days after the issuance of the Approval Order;
33. In order to advance the SISP Process in the first 30 days of the Proposal Process, Azure has done the following in consultation with the Proposal Trustee:
- (a) Updated the virtual data room to solicit investors, so that it is ready to be accessed in the SISP Process;
 - (b) Had a Non-Disclosure Agreement prepared for the SISP and provided that to the Proposal Trustee for its review;
 - (c) Prepared an outline of the business for use in the SISP and provided same to the Proposal Trustee;
 - (d) Identified potential buyers for the various business modules and provided that to the Proposal Trustee; and
 - (e) Commenced approaching the most likely buyers on that list to determine their level of interest and shared the results of that with the Proposal Trustee.
34. The purpose of those steps is to allow the Proposal Trustee to fully canvass of the market for these assets quickly and to complete the sale process on an expedited basis, as Azure has to live within the cash flow it has and the timelines set by the SISP. This helps ensure a strong sale process can be conducted within those constraints so that value can be maximized for the stakeholders.

35. The SISP makes it clear that the Proposal Trustee, with the written consent of Azure, may terminate the SISP entirely at any time prior to October 17, 2025 (or such later date upon application to the Court).

I. CRITICAL VENDORS PAYMENTS

36. Azure also seeks the authority to pay certain pre-filing arrears to certain Critical Vendors.
37. The proposed Initial NOI Order provides that the Proposal Trustee will oversee any payments of pre-filing amounts made to the Critical Vendors. Payments will only be made with the express consent of the Proposal Trustee and the DIP Lender, and only to Critical Vendors that the Proposal Trustee agrees are essential to Azure's business operations and such payments are provided for in the Cash Flow Forecast.
38. Proposed payments to Critical Vendors are limited to a maximum aggregate amount of \$88,500.00.
39. I understand that the Proposal Trustee and the DIP Lender supports Azure's request for approval to make the above payments to Critical Vendors and for post-filing goods and services in the ordinary course.

M. STAY EXTENSION

40. Under the BIA, the initial stay of proceedings will expire on October 10, 2025. Azure is acting in good faith and with due diligence in seeking to preserve their businesses on a going concern basis for the benefit of all of their stakeholders and to permit the Proposal Trustee to implement and conduct the SISP.

41. In order to commence and advance the SISP, Azure is seeking an extension of time to file a proposal for 45 days to and including November 24, 2025. This is needed in order to allow enough time for the transaction to close after the selection of a successful bidder.
42. Without the requested extension, Azure will not be in a position to carry out the SISP or to make a viable proposal to creditors, and will become automatically bankrupt. This will result in significant prejudice to Azure's creditors and stakeholders, as it would end the ability of the company to pursue a going-concern transaction through the SISP which, if successful, will yield better results than a liquidation in a bankruptcy.
43. Azure does not consider that any creditor will be materially prejudiced if the stay extension is granted. The extension is supported by Azure, its shareholders, its DIP Lender, and the Proposal Trustee.
44. If the extension sought is granted, and the SISP process is successful in sourcing bidders for the business or parts thereof who close their transactions, Azure would be able to make a viable proposal to its creditors for the distribution of the proceeds.

J. CONCLUSION

45. The relief sought on the within motion will provide stability to Azure's business and enable Azure to pursue a restructuring through the SISP for the benefit of all stakeholders. The relief sought in this motion is supported by Azure, its proposed DIP lender, 1449483, Azure's shareholders, and the Proposal Trustee. At present, Azure is not aware of any creditor or stakeholder who oppose the relief sought, or would be materially prejudiced if such relief is granted.

AFFIRMED BEFORE ME remotely by Sergio Sgaramella stated as being located in the City of Toronto in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario on October 8, 2025 in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



DocuSigned by:
Saisha Mahil

0DD86C89A890492...

Commissioner for Taking Affidavits
(or as may be)

Signed by:
Sergio Sgaramella

0534A3BA72C947D...

SERGIO SGARAMELLA

This is Exhibit "A" referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Saisha Mahil

6DD86C80A890492

Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-3270451
Estate No.: 31-3270451

In the Matter of the Notice of Intention to make a proposal of:

Azure Publishing Inc.

Insolvent Person

DODICK LANDAU INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 10, 2025

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 10, 2025, 13:33

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

This is Exhibit “B” referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Saisha Mahil
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Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T

Azure Publishing Inc.
SHAREHOLDERS' REGISTER

NAME	NO. OF SHARES	CLASS OF SHARES
Sergio Sgaramella	386,061	Class B
The Estate of Nelda Mary Rodger	393,939	Class B
Sergio Sgaramella	49	Class C Common
The Estate of Nelda Mary Rodger	50	Class C Common

This is Exhibit “C” referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

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Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T



Ministry of Public and
Business Service Delivery

Profile Report

1449483 ONTARIO LIMITED as of October 08, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	1449483 ONTARIO LIMITED
Ontario Corporation Number (OCN)	1449483
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 10, 2000
Registered or Head Office Address	25 Slade Avenue, Toronto, Ontario, M6G 2Z9, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1
Maximum Number of Directors 10

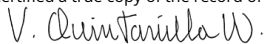
Active Director(s)

Name FRANCESCO SGARAMELLA
Address for Service 25 Slade Avenue, Toronto, Ontario, M6G 2Z9, Canada
Resident Canadian Yes
Date Began January 04, 2023

Name MATTEO SGARAMELLA
Address for Service 25 Slade Avenue, Toronto, Ontario, M6G 2Z9, Canada
Resident Canadian Yes
Date Began January 04, 2023

Name SERGIO SGARAMELLA
Address for Service 25 Slade Avenue, Toronto, Ontario, M6G 2Z9, Canada
Resident Canadian Yes
Date Began November 10, 2000

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

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Active Officer(s)

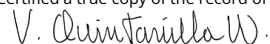
Name FRANCESCO SGARAMELLA
Position Secretary
Address for Service 25 Slade Avenue, Toronto, Ontario, M6G 2Z9, Canada
Date Began January 04, 2023

Name MATTEO SGARAMELLA
Position Vice-President
Address for Service 25 Slade Avenue, Toronto, Ontario, M6G 2Z9, Canada
Date Began January 04, 2023

Name SERGIO SGARAMELLA
Position Chairman
Address for Service 25 Slade Avenue, Toronto, Ontario, M6G 2Z9, Canada
Date Began November 10, 2000

Name SERGIO SGARAMELLA
Position President
Address for Service 25 Slade Avenue, Toronto, Ontario, M6G 2Z9, Canada
Date Began November 10, 2000

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

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Corporate Name History

Name

1449483 ONTARIO LIMITED

Effective Date

November 10, 2000

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: SERGIO SGARAMELLA	May 10, 2023
Annual Return - 2022 PAF: SERGIO SGARAMELLA	February 16, 2023
Annual Return - 2021 PAF: SERGIO SGARAMELLA	February 16, 2023
Annual Return - 2020 PAF: SERGIO SGARAMELLA	February 16, 2023
Annual Return - 2019 PAF: SERGIO SGARAMELLA - DIRECTOR	July 26, 2020
BCA - Articles of Amendment	September 18, 2018
CIA - Notice of Change PAF: SERGIO SGARAMELLA - DIRECTOR	June 27, 2016
Annual Return - 2008 PAF: NELDA RODGER - DIRECTOR	August 22, 2009
Annual Return - 2007 PAF: NELDA RODGER - DIRECTOR	August 31, 2008
Annual Return - 2006 PAF: NELDA RODGER - DIRECTOR	September 08, 2007
Annual Return - 2005 PAF: NELDA RODGER - DIRECTOR	September 16, 2006
Annual Return - 2004 PAF: NELDA RODGER - DIRECTOR	September 03, 2005
Annual Return - 2003 PAF: NELDA RODGER - DIRECTOR	October 02, 2004

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Annual Return - 2002 PAF: SERGIO SGARAMELLA - DIRECTOR	August 31, 2003
Annual Return - 2002 PAF: SERGIO SGARAMELLA - DIRECTOR	August 10, 2003
Annual Return - 2002 PAF: SERGIO SGARAMELLA - DIRECTOR	August 10, 2003
CIA - Initial Return PAF: SERGIO SGARAMELLA - DIRECTOR	February 06, 2001
BCA - Articles of Incorporation	November 10, 2000

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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This is Exhibit “D” referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Saisha Mahil

Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T

AZURE PUBLISHING INC.
COMPILED FINANCIAL INFORMATION
YEAR ENDED DECEMBER 31, 2024

AZURE PUBLISHING INC.
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2024

	Page
Compilation Engagement Report	1
Balance Sheet	2
Statement of Loss and Retained Earnings	3
Notes to Compiled Financial Information	4



SEGAL | GCSE LLP
Chartered Professional Accountants

10 York Mills Road, Suite 700 | P.O. Box 202 | Toronto, ON | M2P 2G4
P 416. 391.4499 P 416. 512.6000 E info@segalgcse.com W segalgcse.com

COMPILATION ENGAGEMENT REPORT

To the Management of Azure Publishing Inc.

On the basis of information provided by management, we have compiled the balance sheet of Azure Publishing Inc. as at December 31, 2024, and the statement of loss and retained earnings for the year then ended, and Note 2, which describes the basis of accounting applied in the preparation of the compiled financial information and other explanatory information (the "financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, *Compilation Engagements*, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Segal GCSE LLP

Toronto, Ontario
June 2, 2025

Chartered Professional Accountants
Licensed Public Accountants



An independent member
of Moore North America, Inc.

AZURE PUBLISHING INC.
BALANCE SHEET
DECEMBER 31, 2024

	2024	2023
	\$	\$
ASSETS		
Current assets		
Cash	280,105	427,318
Accounts receivable	324,858	387,017
Income taxes recoverable	78,110	130,968
Prepaid expenses and deposits	51,406	186,925
Loans receivable	170,037	264,667
	904,516	1,396,895
Equipment <i>(Net of accumulated amortization)</i>	42,168	48,947
	946,684	1,445,842
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current liabilities		
Accounts payable and accrued liabilities	132,647	184,419
Loans payable	239,351	-
Deferred revenue	217,002	253,006
	589,000	437,425
Shareholder's equity		
Share capital	100	100
Retained earnings	357,584	1,008,317
	357,684	1,008,417
	946,684	1,445,842

Approved on behalf of the Board

Sergio Sgaramella Director

See accompanying notes to financial information

AZURE PUBLISHING INC.
STATEMENT OF LOSS AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2024

	2024 \$	2023 \$
SALES	2,599,110	2,688,436
COST OF SALES	639,608	846,105
GROSS PROFIT	1,959,502	1,842,331
EXPENSES		
Salaries and benefits	1,614,789	1,479,493
Advertising and promotion	473,019	324,028
Rent	210,727	209,686
Commissions	135,653	150,702
Office and general	112,982	156,243
Management salaries	105,000	137,583
Professional and consulting fees	34,924	35,368
Automobile	25,273	14,482
Bank charges and interest	14,711	13,933
Telephone	13,560	15,655
Amortization	12,632	64,926
Courier and delivery	5,377	5,334
Insurance	4,268	4,006
Foreign exchange (gain) loss	(34,249)	12,144
	2,728,666	2,623,583
LOSS FROM OPERATIONS	(769,164)	(781,252)
OTHER INCOME		
Government assistance	10,997	20,000
LOSS BEFORE INCOME TAXES (RECOVERED)	(758,167)	(761,252)
Income taxes recovered	(107,434)	(112,018)
NET LOSS	(650,733)	(649,234)
RETAINED EARNINGS, BEGINNING OF YEAR	1,008,317	1,657,551
RETAINED EARNINGS, END OF YEAR	357,584	1,008,317

AZURE PUBLISHING INC.
NOTES TO COMPILED FINANCIAL INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2024

1. NATURE OF BUSINESS

Azure Publishing Inc. (the "Company") was incorporated under the Ontario Business Corporations Act on December 31, 1986. The Company's principal business activity is architecture and design publishing.

2. BASIS OF ACCOUNTING

The basis of accounting applied in the preparation of the balance sheet of Azure Publishing Inc. as at December 31, 2024, and the statement of loss and retained earnings for the year then ended is the historical cost basis and reflects cash transactions with the addition of:

- Accounts receivable less an allowance for doubtful accounts;
- Prepaid expenses and deposits;
- Equipment amortized on the same basis as for income tax;
- Accounts payable and accrued liabilities;
- Current income taxes recoverable/payable as at the reporting date.

Balance Sheet

Azure Publishing Inc.

As of August 24, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Cash and Cash Equivalent	
1000 Opening balance	
1010 Petty Cash	
1021 TD Canada Trust - #8422-5214070	\$356.49
1022 PayPal	-\$377.33
1023 TD Canada Trust - #8422-5219218	\$64,422.31
1026 Canada Post	
1027 US Postmaster - 294314	-\$789.22
1028 US Postmaster - 285819	\$364.79
1029 US Postal Service - Mag Mailing	-\$39,883.39
1031 TD Canada Trust - #8422-7301385 US \$	\$3,591.25
1499 Undeposited Funds	\$974.81
Total for Cash and Cash Equivalent	\$28,659.71
Accounts Receivable (A/R)	
1100 Accounts Receivable	\$99,285.82
1102 Accounts Receivable (A/R) - EUR	
1104 Accounts Receivable (A/R) - USD	\$10,206.18
Total for Accounts Receivable (A/R)	\$109,492.00
1110 All for Doubtful Accounts	-\$13,751.20
1150 Advance Receivable - SS	\$59,676.19
1151 Advance Receivable - SS - US \$	
1152 Advance Receivable - FS	\$88.80
1160 Advance Receivable - NR	\$31,275.86
1181 Loan-1449483	-\$490.38
1182 Loan-1449483 - US \$	-\$239,350.54
1190 Deposit	-\$6,604.18
1200 Prepaid Expenses	\$6,175.00
1420 Suspense Accounts	\$30,874.86
1500 LMR - 213 Sterling Rd., #206	\$17,994.42
Total for Current Assets	\$24,040.54
Non-current Assets	
Property, plant and equipment	
1850 Furniture & Equipment	\$101,492.65
1860 Accum Dep Fur & Equip	-\$76,616.00
1880 Computer Software	
1890 Accum Dep Comp Software	
1910 Computer & Hardware	\$276,078.60
1920 Accum Dep Computer	-\$257,782.00
1940 Leasehold Improvements	
1950 Acc Dep-L/H Imp	
1960 Automobile	\$45,819.55
1970 Accum Dep - Automobile	-\$45,049.41
1980 Website Development	

Balance Sheet

Azure Publishing Inc.

As of August 24, 2025

DISTRIBUTION ACCOUNT	TOTAL
1990 Accum Dep - Website Development	
Total for Property, plant and equipment	\$43,943.39
Total for Non-current Assets	\$43,943.39
Total for Assets	\$67,983.93
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable (A/P)	
2004 Accounts Payable (A/P) - EUR	
2005 Accounts Payable (A/P) - USD	\$5,668.59
2007 Accounts Payable (A/P) - GBP	
2010 Accounts Payable	\$115,191.79
Total for Accounts Payable (A/P)	\$120,860.38
Credit Card	
2001 TD Visa - 2785 (NR)	
2002 TD Visa - 8225/5497 (SS)	
2003 TD Visa - 4254 (SS)	-\$86.92
2006 TD Visa - 4604 (FS)	-\$2,310.81
Total for Credit Card	-\$2,397.73
2020 Customer Deposit	
2025 Sublease - LMR & Security Deposit	\$3,750.00
2030 Grant - 2021	
2040 Shareholder Loan - SS	
2050 Shareholder Loan - NR	
2081 GST/HST Payable	-\$4,091.73
2082 GST/HST Payments / Refunds	
2121 Deferred Revenue	
2180 Corporate Tax - Fed	
2200 Accrued Liabilities	\$9,352.56
2220 Mazenga - Holdback 10%	
2230 TD Canada Demand Loan Payable	
Total for Current Liabilities	\$127,473.48
Non-current Liabilities	
Total for Liabilities	\$127,473.48
Equity	
3020 Common Shares	\$100.00
3599 Dividend's Paid	
3560 Retained Earnings	\$357,582.63
Profit for the year	-\$417,172.18
Total for Equity	-\$59,489.55
Total for Liabilities and Equity	\$67,983.93

This is Exhibit “E” referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Saisha Mahil
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Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T

*

GRID PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned (the “**Payor**”) hereby acknowledges itself indebted to and promises to pay, without interest (except as hereinafter set out) and on demand, to, or to the order of, 1449483 Ontario Ltd. (the “**Payee**”) at such address as the Payee may in writing direct the lesser of:

- (a) the principal amount of Eight Hundred Thousand Dollars (\$800,000.00), and
- (b) the aggregate unpaid principal balance of all advances made by the Payor as recorded on Schedule A attached to this note,

such lesser amount herein called the “**Principal Amount**”, without interest except as hereinafter provided.

The Principal Amount from time to time outstanding shall bear interest from and after demand and judgement at the rate of 5% per annum, calculated and compounded daily, with interest on overdue interest calculated as aforesaid.

The Payor authorizes the Payee to record on Schedule A attached to this note all advances, repayments, prepayments and the unpaid principal balances from time to time. The undersigned agrees that in the absence of manifest error the record kept by the Payee on this note or any attachment shall be conclusive evidence of the matters recorded, provided that the failure of the Payee to record or correctly record any amount or date shall not affect the obligation of the Payor to pay the outstanding principal amount of the advances and interest in accordance with this note.

As security for the payment of the Principal Amount and interest thereon, the Payor has delivered to the Payee a general security agreement of even-date herewith (“**Security Agreement**”) granting to the Payee a security interest in all of the assets and undertaking of the Payor. No right or remedy under this note or under the Security Agreement shall be exclusive of or dependent upon any other right or remedy under this note or the Security Agreement, and any such rights and remedies may be from time to time exercised independently or in combination.

Prior to demand, the Payor will have the privilege to repay or prepay all or any part of the outstanding balance of the Principal Amount, at any time or from time to time, without notice or bonus.

The Payor waives presentment for payment, protest, notice of protest, notice of non-payment and waives any defences based on indulgences which may be granted by the Payee to the Payor hereunder.

The extension of the time for making any payment which is due hereunder at any time or times or the failure, delay or omission on the part of the Payee to exercise or enforce any rights or remedies which it may have hereunder or under any instrument securing payment of the indebtedness hereunder shall not constitute a waiver of the right of the Payee to enforce such rights and remedies.

This note shall enure to the benefit of the Payee and its successors and assigns and shall be binding upon the Payor and its successors and its permitted assigns.


Time shall be of the essence of each and every term of this note.

This note shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Payor hereby attorns to the non-exclusive jurisdiction of the Courts of the Province of Ontario in respect of any action or proceeding arising out of or relating to this note.

- 2 -

DATED the 18th day of July, 2024.

AZURE PUBLISHING INC.

Per: 
Name: Sergio Sgaramella
Title: President

I have the authority to bind the corporation

SCHEDULE A

ADVANCES AND PAYMENTS OF PRINCIPAL

Date	Amount of Advance	Amount of Principal Paid or Prepaid	Unpaid Principal Balance	Notation Made By
July 3, 2024	\$40,000	None	\$40,000	Sergio Sgaramella
July 23, 2024	\$250,000	\$10,333.11	\$239,666.89	Sergio Sgaramella
July 18, 2025	\$80,000	None	\$80,000	Sergio Sgaramella
Aug 21, 2025	\$70,000	None	\$70,000	Sergio Sgaramella

This is Exhibit “F” referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Saisha Mahil

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Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T

GENERAL SECURITY AGREEMENT (Ontario)

This **GENERAL SECURITY AGREEMENT**, dated as of July 18, 2024 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**"), is made by **AZURE PUBLISHING INC.**, an Ontario corporation (the "**Debtor**"), in favour of **1449483 ONTARIO LTD.**, an Ontario corporation (the "**Secured Party**").

WHEREAS, the Debtor has delivered to the Secured Party a grid promissory note dated July 18, 2024, (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Promissory Note**") recording amounts now and in future payable by the Secured Party to the Debtor (the "**Loans**");

WHEREAS, this Agreement is given by the Debtor in favour of the Secured Party to secure the payment and performance of all of the Secured Obligations (defined below); and

WHEREAS, it is a condition to the obligations of the Secured Party under the Promissory Note that the Debtor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the Secured Party entering into the Promissory Note and agreeing to make the Loans available to the Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows.

ARTICLE I DEFINITIONS

Section 1.01 Definitions.

- (a) Unless otherwise defined herein, terms used herein that are defined in the PPSA shall have the meanings assigned to them in the PPSA.
- (b) For purposes of this Agreement, the following terms shall have the following meanings:

"**Collateral**" is defined in Section 2.01.

"**Equity Interests**" means, with respect to any Person, all of the securities, investment property, units, trust units, partnership, membership and other equity interests, participations, investment certificates, notes (or other ownership or profit interests in) in or of such Person (collectively, "**ownership interests**"), all of the warrants, options or other rights for the purchase or acquisition from such Person of ownership interests in such Person, all of the securities convertible into or exchangeable for ownership interests in such Person or warrants, rights or options for the purchase or acquisition from such Person of ownership interests, and all of the other ownership or profit interests in such Person (including, without limitation, partnership, member or trust interests therein), whether voting or non-voting, and whether or not such ownership interests are outstanding on any date of determination.

"**Event of Default**" means the failure by the Debtor to pay any amount when due under the Promissory Note.

"**Excluded Asset**" is defined in Section 2.03(a).

"Intellectual Property" means any intellectual or intangible property and proprietary rights (whether owned or licensed) including, without limitation, trademarks, trademark applications and registrations, service marks, trade styles, trade names, patents, patent applications and registrations, copyrights, copyright registrations and applications, works of authorship, industrial designs, industrial design applications and registrations, integrated circuit topographies, know-how and processes, trade secrets, inventions, formulas, processes, mask works, other business or technical confidential or proprietary information, software and computer hardware programs and systems, source codes, object codes, databases and documentation related to the foregoing, all domain names, internet addresses, internet sites and social media, including all related accounts, names and content and other proprietary information, and all rights to sue at law or in equity for any past, present, or future infringement, violation, misuse, misappropriation or other impairment thereof, whether arising under the laws of Canada, the laws of any Canadian province or territory or foreign laws or otherwise, including the right to receive injunctive relief and all proceeds and damages therefrom.

"Person" means any corporation, company, partnership, association, unincorporated association, entity, trust, joint venture, individual, estate, sole proprietorship, institution or any governmental entity.

"PPSA" means the Personal Property Security Act as in effect from time to time in the Province of Ontario.

"Proceeds" means "proceeds" as such term is defined in section 1(1) of the PPSA and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon or distributions with respect thereto.

"Receiver" is defined in Section 13.03(i).

"Secured Obligations" is defined in Section 3.01.

"STA" means the *Securities Transfer Act, 2006*, as in effect from time to time in the Province of Ontario.

"ULC" means an issuer that is an unlimited company, unlimited liability corporation or an unlimited liability company.

"ULC Legislation" means the Companies Act (Nova Scotia), the Business Corporations Act (Alberta), the Business Corporations Act (British Columbia) and other present or future laws governing ULCs.

"ULC Shares" means shares or other Equity Interests in a ULC.

Section 1.02 Interpretation. Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

ARTICLE II GRANT OF SECURITY INTEREST

Section 2.01 Grant of Security Interest. As security for the payment and performance of the Secured Obligations (as defined below), the Debtor hereby grants, assigns, transfers, sets over, mortgages, charges, and pledges to the Secured Party, and hereby creates a general and continuing security interest in

favour of the Secured Party in and to all of the Debtor's right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

- (a) all present and after-acquired property, assets and undertaking of the Debtor of every kind and nature whatsoever, including all Accounts, Goods (including Inventory, Equipment and motor vehicles, but excluding Consumer Goods), Intangibles, Intellectual Property, Chattel Paper, Documents of Title, Instruments, Securities and all other Investment Property, Money, and any other contract rights or rights to the payment of money;
- (b) all Proceeds and products of each of the foregoing, including any and all Proceeds of any insurance, indemnity, compensation for loss or damage, warranty or guarantee payable to the Debtor from time to time with respect to any of the foregoing;
- (c) all books and records relating to the foregoing, including in any form or medium;
- (d) all supporting obligations relating to the foregoing; and
- (e) all additions, accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing.

The last day of the term of any lease, verbal or written, or any agreement to lease, now held or hereafter acquired by the Debtor is hereby excepted out of the security interests hereby created, but should the Secured Party need to enforce against the Collateral, the Debtor shall hold the last date in trust for the Secured Party and shall assign it to any Person acquiring the term or that part of the term that is charged in the course of any enforcement or realization of the Collateral.

For greater certainty, (i) a security interest is taken in all of the Debtor's present and after acquired personal property; and (ii) the Collateral does not include any Consumer Goods.

Section 2.02 Attachment of Security Interest. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Agreement. The Debtor acknowledges that any security interest in this Agreement shall attach to existing Collateral upon the execution of this Agreement and to each item of after-acquired Collateral at the time that the Debtor acquires rights in such after-acquired Collateral.

Section 2.03 Limitation on Grant of Security Interest.

- (a) To the extent the grant of the security interest in respect of any contract, permit, lease, licence, instrument, document or other agreement entered into by the Debtor would result in the breach or termination of or cause a default under such contract, permit, lease, licence, instrument, or other agreement (each an "**Excluded Asset**"), each such Excluded Asset shall not be subject to the security interest created hereby while such restriction applies but shall be held in trust by the Debtor in favour of the Secured Party, but only for so long as such prohibition or requirement for consent is not terminated, rendered unenforceable or otherwise deemed ineffective by the PPSA or any other applicable law; provided however that Excluded Assets shall not include any Proceeds, products, substitutions or replacements of any Excluded Asset (unless such Proceeds, products, substitutions, or replacements would themselves otherwise constitute Excluded Assets)

and provided further that if any Excluded Asset would have otherwise constituted Collateral, when such asset shall cease to be an Excluded Asset, such asset shall be deemed at all times from and after the date hereof to constitute Collateral subject to the security interest created hereby. The Debtor will use all commercially reasonable efforts to obtain the consent of each other party to any and all Excluded Assets to the assignment of such Excluded Assets to the Secured Party in accordance with this Agreement. The Debtor will also use all commercially reasonable efforts to ensure that no material agreement entered into on or after the date of this Agreement shall expressly prohibit assignment of the benefits of such agreement as collateral security to the Secured Party.

- (b) The security interest with respect to trademarks constitutes a security interest in, and a charge, hypothecation and pledge of, such Collateral in favour of the Secured Party, but does not constitute an assignment of such Collateral to the Secured Party.

ARTICLE III SECURED OBLIGATIONS

Section 3.01 Secured Obligations. The Collateral secures the payment and performance of all present and future obligations of the Debtor to the Secured Party from time to time including, without limitation, all present and future obligations of the Debtor arising under the Promissory Note and this Agreement, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, whether the indebtedness is reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether incurred by the Debtor alone or with another or others and whether as a principal or surety, and, without limiting the foregoing, the payment and discharge of: (i) the principal of and premium, if any, and interest under the Promissory Note, when and as due, whether at demand, maturity, acceleration, upon one or more dates set for prepayment or otherwise; and (ii) all other present and future obligations and liabilities, including fees, costs, legal fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities related thereto (all such obligations, covenants, duties, debts, liabilities, sums, fees and expenses being herein collectively called the "Secured Obligations").

ARTICLE IV PERFECTION OF SECURITY INTEREST AND FURTHER ASSURANCES

Section 4.01 Perfection. The Debtor shall, from time to time, and at its expense, take all actions as may be requested by the Secured Party to perfect the security interest of the Secured Party in the Collateral.

Section 4.02 Intellectual Property. The Debtor hereby further authorizes the Secured Party to file with the Canadian Intellectual Property Office, the United States Patents and Trademark Office, and all other equivalent offices, this Agreement and other required documents for the purpose of recording, perfecting, confirming, continuing, enforcing or protecting the security interests in Intellectual Property granted by the Debtor hereunder.

Section 4.03 Tangible Chattel Paper, Documents of Title, Instruments. If the Debtor shall at any time hold or acquire any promissory notes, tangible chattel paper, negotiable documents of title or warehouse receipts relating to the Collateral, the Debtor shall immediately endorse, assign and deliver possession of the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

Section 4.04 Control.

- (a) **Control Agreement.** Where Investment Property (i) is a Securities Account with a securities intermediary, the Debtor shall enter into, and use commercially reasonable efforts to cause any securities intermediary for any securities accounts or entitlements forming part of the Collateral to enter into, a securities account control agreement between the Secured Party, the Debtor and said securities intermediary in a form and substance acceptable to the Secured Party; and (ii) consists of uncertificated securities that cannot be certificated pursuant to Section 4.04(b), and are not held in a Securities Account with a securities intermediary, the Debtor shall enter into, and use commercially reasonable efforts to cause any issuer of uncertificated securities forming part of the Collateral to enter into, a securities account control agreement between the Secured Party, the Debtor and said issuer, in a form and substance acceptable to the Secured Party.
- (b) **Certificates.** The Debtor shall promptly, in a manner satisfactory to the Secured Party: (i) cause a security certificate to be issued for any Investment Property that is in the form of an uncertificated security to the extent that such request can be accommodated by the Issuer thereof; (ii) duly endorse all share certificates at any time held or acquired by it relating to the Collateral in blank for transfer or execute stock powers of attorney in blank in form and substance satisfactory to the Secured Party; (iii) deliver such share certificates and stock powers to the Secured Party; and (iv) take all other steps to give exclusive control over such certificated securities to the Secured Party.
- (c) **Electronic Chattel Paper.** Where Collateral includes electronic chattel paper, the Debtor shall take all commercially reasonable efforts required by the Secured Party to cause the record comprising such chattel paper to be created, stored and transferred in a manner satisfactory to the Secured Party and which will provide the Secured Party with control of the electronic chattel paper.

Section 4.05 Copy of Verification Statement. To the extent permitted by law, the Debtor hereby waives its right to receive a copy of any financing statement, financing change statement or verification statement filed or received by or on behalf of the Secured Party in connection with the Secured Party's interest in the Collateral.

Section 4.06 Further Assurances. The Debtor agrees that, at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request to create and maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby (including, without limitation, providing the secured party with a fixed and specific mortgage) or to enable the Secured Party to exercise and enforce their rights and remedies hereunder with respect to any Collateral.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES**

Section 5.01 Representations and Warranties. The Debtor represents and warrants as follows:

- (a) **Location of Collateral and Places of Business.** The Debtor's place or places of business and the location or locations of the Collateral, including all books and records in respect of Accounts, are set out in Schedule A hereto.
- (b) **Ownership and Title.** The Debtor is the sole, direct, legal and beneficial owner of, and has good marketable title to, all existing Collateral and shall be the sole, direct, legal and beneficial owner of, and have good marketable title to, each item of after-acquired Collateral free and clear of all Encumbrances except for the security interests created by this Agreement.
- (c) **Existence and Capacity.** The Debtor has been duly incorporated and validly exists under the laws of its jurisdiction of incorporation and has full power, capacity, authority and legal right to borrow, grant a security interest in the Collateral, execute and deliver this Agreement and perform its obligations under this Agreement and the full and correct name of the Grantor is set forth on the first page of this Agreement.
- (d) **Binding Obligation.** This Agreement and the Promissory Note has been duly authorized, executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, arrangement, or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).
- (e) **No Governmental or Regulatory Approvals.** No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the borrowing of the Loans and the pledge by the Debtor of the Collateral under this Agreement.
- (f) **No Violation of Laws, Constating Documents, Agreements.** The execution and delivery of the Promissory Note by the Debtor and the performance by the Debtor of its obligations thereunder, will not violate any provision of any Applicable Laws or any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Debtor or any of its property, or the constating or governing documents of the Debtor or any agreement or instrument to which the Debtor is party or by which it or its property is bound.
- (g) **Pledged Securities Validly Issued.** The Equity Interests, if any, have been duly authorized and validly issued and are fully paid and non-assessable and subject to no options to purchase or similar rights. No Person (other than the Debtor) has any right to acquire or cause to be issued to them any of the Equity Interests.
- (h) **Delivery of Certificated Securities.** The Collateral does not include any certificated securities that the Debtor has not delivered to the Secured Party.
- (i) **Perfection by Control.** The Debtor has taken all action required on its part for control to have been obtained by the Secured Party over all Collateral with respect to which such control may be obtained pursuant to the PPSA and the STA. No person other than the Secured Party has control or possession of all or any part of the Collateral.

ARTICLE VI VOTING, DISTRIBUTIONS AND RECEIVABLES

Section 6.01 Voting. Unless an Event of Default shall have occurred and be continuing, the Debtor may, to the extent the Debtor has such right as a holder of the Collateral consisting of Investment Property, other Equity Interests or indebtedness owed by any obligor, vote and give consents, ratifications and waivers with respect thereto, except to the extent that, in the Secured Party's reasonable judgment, any such vote, consent, ratification or waiver would detract from the value thereof as Collateral or which would be inconsistent with or result in any violation of any provision of the Promissory Note or this Agreement.

Section 6.02 Distributions. The Debtor may, unless an Event of Default shall have occurred and be continuing, receive and retain all dividends and other distributions with respect to the Collateral consisting of securities, other Equity Interests or indebtedness owed by any obligor.

Section 6.03 Receivables. After an Event of Default has occurred and is continuing, the Secured Party may, or at the request and option of the Secured Party, the Debtor shall: (i) notify account debtors of the Secured Party's security interests in any account, chattel paper, intangible, instrument or other Collateral; and (ii) direct that payment thereof is to be made directly to the Secured Party.

ARTICLE VII COVENANTS

Section 7.01 Covenants. The Debtor covenants as follows:

- (a) **Consent re: Change of Legal Name and Place of Business.** The Debtor will not, without providing at least 20 days' prior written notice to the Secured Party, change its legal name, jurisdiction of incorporation or formation, corporate structure, or the province or territory in which its registered office, chief executive office or its principal place of business is located. The Debtor will, prior to any change described in the preceding sentence, take all actions requested by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.
- (b) **Consent re: Change of Location of Collateral.** The Collateral, to the extent not delivered to the Secured Party under ARTICLE IV, will be kept at those locations listed in Schedule A and, except for Inventory sold or leased in the ordinary course of business, the Debtor will not remove the Collateral from such locations except as permitted in the Promissory Note or with the Secured Party's prior written consent. The Debtor will, before any change described in the preceding sentence, take all actions required by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.
- (c) **Dealing with Collateral: No Sale or Encumbrances.** The Debtor will not sell, dispose of, lease, license, assign or otherwise transfer any of the Collateral except as expressly provided for in the Promissory Note, in the ordinary course of business, or with the prior written consent of the Secured Party. The Debtor will not grant, create, permit or suffer to exist any Encumbrances whatsoever on the Collateral except with the prior written consent of the Secured Party.

- (d) **Maintenance and Protection of Collateral.** The Debtor will keep the Collateral in good order, condition and repair so as to protect and preserve the Collateral and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Secured Party. The Debtor will not use the Collateral in violation of this Agreement, or any other agreement relating to the Collateral or any policy of insurance thereon, or any Applicable Law. The Debtor will keep all licences, permits, agreements, registrations and applications relating to the Intellectual Property used by Debtor in good standing. The Debtor shall, at its own cost and expense, defend title to the Collateral and the security interests of the Secured Party therein against the claim or demand of any person claiming against or through the Debtor and shall maintain and preserve such perfected security interests for so long as this Agreement shall remain in effect.
- (e) **Performance of Obligations.** The Debtor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement. The Debtor shall perform all of its obligations under material agreements, leases, licences, arrangements to obtain and preserve its rights, powers, licences, privileges and goodwill thereunder and comply with all Applicable Laws, by-laws, rules and regulations so as to preserve and protect the Collateral and the Debtor's business.
- (f) **Access to Collateral, Inspection.** The Debtor will permit the Secured Party, and its representatives, agents, consultants and advisors, to inspect the Collateral from time to time and to examine and take extracts of its books and records (electronic or hard copy), at any reasonable time and on reasonable notice, wherever located. The Debtor shall, upon request by the Secured Party, provide the Secured Party with any information concerning the Collateral, the Debtor and its business, as the Secured Party may reasonably request, including access to the Debtor's senior executives, accountants and auditors to discuss any information concerning the Collateral.
- (g) **Notification.** The Debtor shall notify the Secured Party within five (5) business days of: (i) the details of any material acquisition of Collateral; (ii) the details of any material litigation in connection with the Debtor, the Collateral or the Debtor's business; (iii) any loss or damage to the Collateral or the value of the Collateral; and (iv) any default by any account debtor in the payment or performance of its obligations.
- (h) **Insurance.** The Debtor shall insure the Collateral against loss or damage by fire and such other risks and hazards, in such amounts and upon such other terms as set out in the Promissory Note. Any insurance proceeds received by the Secured Party shall be applied against the Secured Obligations or released to the Debtor as set out in the Promissory Note, without prejudice to any rights or remedies of the Secured Party.
- (i) **Intellectual Property.** The Debtor will make and maintain all filings, registrations and records necessary to maintain its rights in the patents, trademarks, copyrights and industrial designs included in the Intellectual Property which is from time to time owned by it.

**ARTICLE VIII
SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND COVENANTS**

Section 8.01 Survival of Representations and Warranties and Covenants. All representations, warranties and covenants made by the Debtor shall survive the execution and delivery of this Agreement and remain in full force and effect until the payment in full of the Secured Obligations.

**ARTICLE IX
SECURED PARTY POWER OF ATTORNEY**

Section 9.01 Secured Party Power of Attorney. The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or employee of the Secured Party as the Debtor's true and lawful attorney, with full power of substitution and with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time, during the continuance of an Event of Default, in the Secured Party's discretion to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Debtor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, to transfer, endorse, negotiate and sign on behalf of the Debtor any of the Equity Interests, to complete the blanks in any transfers of shares, bonds or debentures, any power of attorney or other documents delivered to it, to provide instructions or entitlement orders to any securities intermediary which maintains any securities account in which any Collateral is maintained, and to delegate its powers and for any delegate to sub-delegate the same (but the Secured Party shall not be obligated to and shall have no liability to the Debtor or any third party for failure to do so or take any action). Such appointment, being coupled with an interest, shall be irrevocable until the full and final discharge of the security interests created by this Agreement. The Debtor hereby ratifies all acts that such attorneys shall lawfully do or cause to be done by virtue hereof.

**ARTICLE X
ULC INTERESTS**

Section 10.01 ULC Interests. The Debtor acknowledges that the Secured Party shall not under any circumstances prior to realization be deemed to be a "member" or "shareholder", as applicable, of a ULC for the purposes of ULC Legislation with respect to any Collateral that consists of ULC Shares. Except upon the exercise of rights of the Secured Party to sell, transfer or otherwise dispose of ULC Shares in accordance with this Agreement, the Debtor shall not cause or permit, or enable the ULC to cause or permit, the Secured Party or another Person, as applicable to: (a) be registered as shareholder or member of such ULC for the purposes of any ULC Legislation (whether listed or unlisted, registered or beneficial); (b) have any notation entered in their favour in the share or unit register of such ULC; (c) be held out as a shareholder or member of such ULC; (d) receive, directly or indirectly, any dividends, property or other distributions from such ULC by reason of the Secured Party holding the security interests over the ULC Shares; or (e) act as a shareholder or member of such ULC or exercise any rights of a shareholder or member, including the right to attend a meeting of shareholders or members of such ULC or to vote its ULC Shares or control the direction, management and policies of the applicable ULC.

**ARTICLE XI
SECURED PARTY MAY PERFORM**

Section 11.01 Secured Party May Perform. If the Debtor fails to perform any obligation contained in this Agreement, the Secured Party may itself perform, or cause performance of, such obligation, and the costs and expenses of the Secured Party incurred in connection therewith shall be payable by the Debtor; provided that the Secured Party shall not be required to perform or discharge any obligation of the Debtor and the performance by the Secured Party shall not waive the rights of the Secured Party to enforce this Agreement.

**ARTICLE XII
SET-OFF**

Section 12.01 Set-Off. Upon the occurrence of an Event of Default, the Secured Party may, without notice to the Debtor or any other Person, any notice being expressly waived, set-off and apply all amounts standing to or for the credit of the Debtor from the Secured Party or any of the Secured Party's affiliates, in any currency, against and on account of all or any part of the Secured Obligations, all as the Secured Party may see fit (in its sole discretion), whether or not the Secured Obligations are due and payable. The Secured Party's records are proof of such recording absent manifest error. When applying a deposit or other obligation in a different currency than the Secured Obligations to the Secured Obligations, the Secured Party will convert the deposit or other obligation to the currency of the Secured Obligations using the rate of exchange for the conversion of such currency as determined by the Secured Party.

**ARTICLE XIII
REMEDIES UPON DEFAULT**

Section 13.01 Right to Accelerate Payment. Upon the occurrence of an Event of Default that is continuing, the Secured Party may, by notice, terminate any further advances and declare any or all of the Secured Obligations to be immediately due and payable, whereupon, all of the Secured Obligations shall become and be immediately due and payable without presentment, demand, protest or further notice, all of which are hereby expressly waived by the Debtor.

Section 13.02 Enforcement of Security Interest. Upon the occurrence of an Event of Default that is continuing, the Secured Party may proceed to realize upon the Collateral and immediately enforce its rights and remedies.

Section 13.03 Remedies upon Default. Upon the occurrence of an Event of Default that is continuing, the Secured Party may exercise, without any other notice to or demand upon the Debtor, in addition to the other rights and remedies provided herein or otherwise available to it, the following rights and remedies (which rights and remedies may be exercised independently or in combination):

- (a) the Secured Party may assert all rights and remedies of a secured party under the PPSA or other Applicable Law;
- (b) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral or its value;
- (c) the Secured Party may take possession of the Collateral by requiring the Debtor to assemble the Collateral or any part thereof and deliver the Collateral, or make the

Collateral available, to the Secured Party at a place and time to be designated by the Secured Party;

- (d) the Secured Party may take possession of the Collateral by carrying on all or any part of the business of the Debtor, and may to the exclusion of all others, including the Debtor, enter upon, occupy and use any of the premises; buildings, plants and undertakings owned, occupied or used by the Debtor and may use any of the tools, machinery, equipment and intangibles (including Intellectual Property) of the Debtor for such time as the Secured Party sees fit, free of charge and without liability, in order to carry on the business of the Debtor or to manufacture or complete the manufacture of Inventory and to pack and ship finished products; and the Secured Party will not be liable to any Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on their part thereof as determined by a final non-appealable judgment of a court of competent jurisdiction) or in respect of any rent, charges, depreciation or damages in connection with such actions;
- (e) the Secured Party may enter upon and occupy any land and premises owned, leased or occupied by the Debtor where the Collateral or any part thereof is assembled or located in order to effectuate its rights and remedies hereunder or under law, without obligation whatsoever to the Debtor;
- (f) the Secured Party may borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof, or to carry on the business, and may further charge the Collateral in priority to the security constituted by this Security Agreement;
- (g) the Secured Party may exercise and enforce all rights and remedies of the Debtor with respect to the Collateral, including collecting or compromising all or any of the Debtor's Accounts;
- (h) the Secured Party may sell, lease, license, or otherwise dispose of all or any part of the Collateral by private sale or public sale or otherwise, and upon such other terms and conditions (including as to credit, upset or reserve bid or price) as the Secured Party may deem commercially reasonable;
- (i) the Secured Party may appoint, by instrument in writing, any person or persons (whether an officer or employee of the Secured Party or not) to be a receiver, manager, interim receiver, or receiver and manager (collectively, "**Receiver**"), of the Collateral or any part of the Collateral and remove or replace any Person so appointed. Any Receiver so appointed shall have, in addition to any other powers afforded by the law, the same powers and authorities afforded to the Secured Party under this ARTICLE XIII;
- (j) the Secured Party may apply to a court of competent jurisdiction for the appointment of a Receiver of the Collateral or any part of the Collateral. Any Receiver so appointed shall have, in addition to any other powers afforded by the law, the same powers and authorities afforded to the Secured Party under this ARTICLE XIII;
- (k) all rights of the Debtor to: (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 6.01; (ii) receive the dividends and other distributions which it would otherwise be entitled to receive and retain pursuant to Section 6.02, shall immediately cease, and all such rights shall thereupon become vested

in the Secured Party, which shall have the sole right to exercise such voting and other consensual rights and receive and hold such dividends and other distributions as Collateral; and (iii) the Secured Party may require that the Debtor have any Equity Interests registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Equity Interests may at any time have; and

- (l) the Secured Party may retain the Collateral in satisfaction of the Secured Obligations.

The Secured Party shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.

Section 13.04 Receiver Agent of Debtor. In exercising any powers, any such Receiver so appointed shall act as agent of the Debtor and not the Secured Party and the Secured Party shall not in any way be responsible for any of the actions of the Receiver, its employees, agents and contractors. The Secured Party may from time to time remove and appoint replacements for, any Receiver, and appoint another or others in their stead from time to time.

Section 13.05 Distribution of Proceeds. Any cash held by the Secured Party as Collateral and all cash Proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Secured Party to the payment of expenses incurred by the Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including reasonable legal and Receivers' fees, and the balance of such proceeds shall be applied or set-off against all or any part of the Secured Obligations in such order as the Secured Party shall elect, in its sole discretion. Any surplus of such cash or cash Proceeds held by the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus. The Debtor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any solicitor employed by the Secured Party to collect such deficiency.

Section 13.06 Debtor Pays Expenses. The Debtor agrees to pay all reasonable expenses incurred by the Secured Party or any Receiver in the preparation, perfection and enforcement of this Agreement, whether directly incurred or for services rendered, including legal and auditor's fees and expenses and remuneration of any Receiver.

ARTICLE XIV MISCELLANEOUS

Section 14.01 No Waiver and Cumulative Remedies. The Secured Party shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

Section 14.02 Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Debtor therefrom

shall be effective unless the same shall be in writing and signed by the Secured Party and the Debtor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

Section 14.03 Notices. All notices, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth in the Promissory Note and shall be given in the manner and become effective as set forth in the Promissory Note.

Section 14.04 Continuing Security Interest; Further Actions. This Agreement shall create a general and continuing security interest in the Collateral and shall (a) subject to Section 14.06, remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Debtor, its successors and permitted assigns, and (c) enure to the benefit of the Secured Party and its successors, transferees and assigns; provided that the Debtor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party.

Section 14.05 Assignment. The Secured Party may assign or transfer any of its rights under this Agreement without the consent of the Debtor. The Debtor may not assign its obligations under this Agreement without the prior written consent of the Secured Party.

Section 14.06 Termination; Release. On the date on which all Secured Obligations have been paid and performed in full (as determined by the Secured Party in its sole discretion), the Secured Party will, at the request and sole expense of the Debtor (a) duly assign, transfer and deliver to or at the direction of the Debtor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to the Debtor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement.

Section 14.07 Acknowledgement. The Debtor acknowledges receipt of a fully executed copy of this Agreement.

Section 14.08 Amalgamation. The Debtor acknowledges that, if it amalgamates with another person, the term Debtor, when used in this Agreement, shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the security interests created hereby shall extend to the Collateral in which any amalgamating corporation has any rights at the time of the amalgamation and to any collateral in which the amalgamated corporation thereafter has any rights to secure the Secured Obligations of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of the amalgamation and any Secured Obligations of the amalgamated corporation to the Secured Party thereafter arising.

Section 14.09 Governing Law. This Agreement and all matters arising out of or relating to 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 in that Province and the parties irrevocably attorn to the non-exclusive jurisdiction of the courts of Ontario.

Section 14.10 Counterparts and Electronic Transmission. This Agreement and any amendments, waivers, consents, notice or other forms of communication, may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute one and the same agreement. A handwritten or electronically signed counterpart of this Agreement delivered by email ("PDF" or "tif" format) or other electronic or digital transmission (including by transmission over an electronic platform acceptable to the Lender such as DocuSign or the equivalent thereof) is deemed to have the same legal effect as delivery of a manually

executed original counterpart of this Agreement. Electronic signature means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with an electronic document that is sent or stored by means of any electronic or digital transmission. The words "execution", "signed", "signature", and words of similar import in any agreement, instruction, document, information or other form of communication, shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based record keeping system, as the case may be, to the extent and as provided for under applicable law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada) and other similar federal or provincial laws.

Section 14.11 Conflict with Promissory Note. To the extent of any conflict or inconsistency between the terms of this Agreement and the terms of the Promissory Note, the terms of the Promissory Note shall govern to the extent necessary to remove the conflict or inconsistency.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtor has executed this Agreement as of the date first written above.

AZURE PUBLISHING INC.

Per: *Sergio Sgaramella*
Name: Sergio Sgaramella
Title: President

I have the authority to bind the corporation

SCHEDULE A

LOCATION OF COLLATERAL

213 Sterling Road, Suite 206, Toronto, Ontario, M6R 2B2

This is Exhibit “G” referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Saisha Mahil
6DDB6C80A890492...

Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : Gardiner Roberts LLP - Gardiner Roberts
Reference : G. Farano/cl
Docket : 119447
Search ID : 1046571
Date Processed : 9/3/2025 11:53:30 AM
Report Type : PPSA Electronic Response
Search Conducted on : AZURE PUBLISHING INC.
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: AZURE PUBLISHING INC.

FILE CURRENCY: September 2, 2025

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 1 PAGES.

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.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: AZURE PUBLISHING INC.

FILE CURRENCY: September 2, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1

SEARCH : BD : AZURE PUBLISHING INC.

00 FILE NUMBER : 519773958 EXPIRY DATE : 03SEP 2030 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20250903 0912 1590 5400 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: AZURE PUBLISHING INC.
OCN :
04 ADDRESS : 213 STERLING ROAD, SUITE 206
CITY : TORONTO PROV: ON POSTAL CODE: M6R 2B2
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
1449483 ONTARIO LTD.
09 ADDRESS : 25 SLADE AVENUE
CITY : TORONTO PROV: ON POSTAL CODE: M6G 2Z9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11
12
13
14
15

GENERAL COLLATERAL DESCRIPTION

16 AGENT: GARDINER ROBERTS LLP
17 ADDRESS : 3600-22 ADELAIDE STREET WEST
CITY : TORONTO PROV: ON POSTAL CODE: M5H 4E3
LAST SCREEN

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



**ONTARIO PPSA New Registration
1C CONFIRMATION**

PPSA Ref File No.: 519773958

Expiry Date: 2030-09-03

Registration Number: 20250903 0912 1590 5400

REGISTRATION TYPE: Personal Property Security Act

CAUTION FILING: N

TERM OF REGISTRATION (YEARS): 5

MOTOR VEHICLE SCHEDULE: N

DEBTORS

Business Debtors		
	BUSINESS NAME ONTARIO CORPORATION NUMBER	ADDRESS
1	AZURE PUBLISHING INC.	213 STERLING ROAD, SUITE 206 TORONTO ON M6R 2B2

SECURED PARTIES

Secured Parties		
	NAME	ADDRESS
1	1449483 ONTARIO LTD.	25 SLADE AVENUE TORONTO ON M6G 2Z9

COLLATERAL

Collateral Classification Selected	MATURITY DATE	AMOUNT SECURED
Consumer Goods <input type="checkbox"/> Inventory <input checked="" type="checkbox"/> Equipment <input checked="" type="checkbox"/> Accounts <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Motor Veh Incl <input checked="" type="checkbox"/>		

REGISTERING AGENT

NAME	ADDRESS
GARDINER ROBERTS LLP	3600-22 ADELAIDE STREET WEST TORONTO ON M5H 4E3

This is Exhibit “H” referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Saisha Mahil

6DD86C80A800492

Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T

DODICK LANDAU

September 17, 2025.

**Re: Azure Publishing Inc.
Estate #31-3270451**

**To: Creditors of Azure Publishing Inc.
("Azure" or "the Company")**

Please be advised that on September 10, 2025, Azure Publishing Inc. filed a Notice of Intention ("NOI") to Make a Proposal ("Proposal") to its creditors and Dodick Landau Inc. has been appointed Proposal Trustee. Please find enclosed a copy of the Notice of Intention and Certificate of Filing a Notice of Intention to Make a Proposal.

A Proposal is essentially a compromise between a commercial debtor and its creditors that, if approved by the creditors and the Court, becomes legally binding. After a debtor files a NOI to file a proposal, creditors may not begin or continue any legal action against the debtor company.

Any services provided by a vendor after the date of the NOI (September 10, 2025) are not affected by the Proposal and Azure intends to pay these amounts in full in the ordinary course of business.

Following the filing of the Proposal, you will receive from the Proposal Trustee a creditor's package that will include a copy of the Proposal and a notice of the meeting of creditors.

Should you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

**DODICK LANDAU INC.
Acting as Proposal Trustee re: Proposal of
Azure Publishing Inc.**


rahn.dodick@dodick.ca (Sep 16, 2025 16:20:46 EDT)

**Rahn Dodick, CPA, CA, CIRP, LIT
President.**

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
Azure Publishing Inc.
of the city of Toronto, in the Province of Ontario**

Take notice that:

- 1. I, Azure Publishing 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. Dodick Landau Inc. of 951 Wilson Ave., Unit 15L, Toronto, ON, M3K 2A7, 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 10th day of September 2025.



**Azure Publishing Inc.
Insolvent Person**

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
 Azure Publishing Inc.
 of the city of Toronto, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
1449183 Ontario Inc.	25 Slade Avenue Toronto ON M6G 2Z9		440,000.00
213 Sterling Inc.	300 Campbell Avenue, Suite 308 Toronto ON M6P 3V6		250.00
Admail Marketing	79 Golden Forest Road Vaughan ON L6A 0S9		1,082.23
ADT Security Services Canada, Inc.	P.O. Box 3660 Vancouver BC V6B 3Y8	1465768	250.00
Adworks Mailing Service Inc.	2283 Anson Dr. Mississauga ON L5S 1G6		8,381.35
Alexandra Whyte	314-88 Colgate Ave Toronto ON M1M 0A6		600.00
Apecc Electrical	38 Amberglow Court Brampton ON L6Y 2E3		322.05
Ashna Lulla	662-209 Fort York Blvd Toronto ON M5V 4A1		500.00
Brian Banks	461 4th Line Rd. Roseneath ON K0K 2X0		1,695.00
Canada Post Corporation	Payment Processing 2701 Riverside Dr. Ottawa ON K1A 1L7	4657381	5,160.99
Carolyn Fioro	439-155 Dalhousie St Toronto ON M6B 2P7		550.00
Chad Hetherington	2009-300 Hedonics Rd. Peterborough ON K9J 7T1		500.00
Chips to Cherries	278 Crawford Street Toronto ON M8J 2V8		3,540.66
Chris Deacon	83 Jersey Ave Toronto ON M6G 3A5		678.00
Christopher DeWolf	6741 rue de Saint-Valler Montreal QC H2S 2R1		565.00

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
Azure Publishing Inc.
of the city of Toronto, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Christy Wright	585 Bloor St. East, Suite 3923 Toronto ON M4W 0B3		565.00
Contrail Inc., dba eMagazines	3111 Route 38 Bldg 11, Suite 293 ML Laurel NJ 08054 USA		1,850.00
Corinna Reeves	3103 Hedges Drive Burlington ON L7M0K6		346.07
CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	100370220 RC0001	250.00
CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	100370220 RT0001	250.00
CRA - Tax - Ontario	Shawinigan-Sud National Verification and Collection Centre 4695 Shawinigan-Sud Blvd Shawinigan-Sud QC G9P 5H9	100370220 RP0001	250.00
Creative Force Ltd	36, FL3 Abbate Savola St Naxxar NXR 1141 Malta		6,175.00
Cristobal Palma/Estudio Palma	43 Eton Avenue, Flat 5 London . NW3 3EP United Kingdom		250.00
CrossBorder Express	4444 Drummond Rd Unit A Niagara Falls ON L2E 6C6		250.00
D.I.R.T. Studio LLC	309 6th SW Street Charlottesville VA 22903 USA		3,816.46
Darwin CX Technologies ULC	438 Watson Ave Oakville ON L6J 3W2		250.00
David Agnew	6 - 87 Donker Dr. St. Thomas ON N5P 4L2		1,500.00
David Saric	15 Bruyeres Mews, Unit 411 Toronto ON M5V 0A7		500.00

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
Azure Publishing Inc.
of the city of Toronto, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Deborah Wang	207 Shaw Street Toronto ON M6J 2W7		791.00
Dust It Off Inc.	18 Lewiston Rd Toronto ON M1P1X7		2,260.00
ELM Insurance Brokers Inc	400 Applewood Cres Suite 300 Concord ON L4K 0C3		4,406.40
Flash Reproductions Ltd.	51 Galaxy Boulevard Etobicoke ON M9W 5P1		53,526.97
Franco typ-Postalia Canada Inc.	82 Constate Ave. Concord ON L4K 4X2	300003815	250.00
Giovanna Dunmall	39a Litchfield Gardens London . NW1 02LN		2,000.00
GoCo by Telus	PO Box 80300 Burnaby BC V5H 4P7	BC54143	1,597.73
GoCo Technology LP		WY7F-00075	318.33
Grand & Toy Limited	P.O Box 5500 Don Mills ON M3C 3L5	666257	250.00
Iris Benarota	42 Beaconsfield Avenue Toronto ON M6J 3H9		500.00
KCK Global Limited	228 Lesmill Road Toronto ON M3B2T5		1,356.00
LMP Scaffolding Inc.	286 Braymore Blvd Toronto ON M1B 2H4		5,496.32
M.T.L. Transport Distribution	7700 Route Transcanadienne Pointe-Claire QC H9R 1C6		934.47
Maria Mendes	1101 Henley Rd. Mississauga ON L4Y 1C8		3,655.00
Matthew Hague	707-388 Richmond St W Toronto ON M6V 3P1		678.00
Mu Gu Jennifer Liu	.. . ON M3K 2A7		2,500.00

District of.
 Division No.
 Court No.
 Estate No.

- FORM 33 -

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

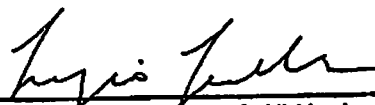
In the Matter of the Proposal of
 Azure Publishing Inc.
 of the city of Toronto, in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
One Ram Media (2601247 Ontario LTD.)	4 Dennis Dr. Ajax ON L1T 4A9		4,197.95
PN Agency	52 Church St Suite 202 Toronto ON M5C 2B5		678.00
Presse Commerce Corporation	3339, rue Griffin St. Laurent QC H4T 1W5		2,251.13
Ria Elzario	182 Borden St, Unit 1 Toronto ON M5S 2N3		555.00
Segal GCSE LLP	10 York Mills Rd Suite 700 P.O. Box 202 Toronto ON M2P2G4		3,955.00
Significant Other	97 Salam Avenue Toronto ON M6H 3C2		692.13
Simon Lewsen	210 - 1140 Wellington Ottawa ON K1Y 4H4		1,130.00
Sophie Sobel	779 Queen Street West Toronto ON M6J 1G1		700.00
Spicers Canada ULC	200 Galcat Drive Vaughan ON L4L 0B9	76907742	41,159.44
Tahir Mahmood	1927 Silverberry Cres Mississauga ON L5J 1C8		1,185.00
Veronika Aquila	72 Fourth Street Toronto ON M9V 2Y5		525.00
Workplace Safety and Insurance Board Eric Kupka	200 Front St W, 22nd Floor Toronto ON M5V 3J1		250.00
Yuki Sumner (PayPal)	Sumner Partnership LTD / Atos Ltd, 9 Grove Hill Road London, United Kingdom		800.00
Zino, LLC	PO Box 780459 Philadelphia PA 19178 USA		1,475.17
Total			620,421.55

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
Azure Publishing Inc.
of the city of Toronto, in the Province of Ontario



Azure Publishing Inc.
Insolvent Person

DODICK LANDAU

- Proposal Consent -
In the Matter of the Proposal of
Azure Publishing Inc.
of the city of Toronto, in the Province of Ontario

To whom it may concern,

This is to advise that we hereby consent to act as trustee under the Bankruptcy and Insolvency Act for the proposal of Azure Publishing Inc..

Dated at the city of Toronto in the Province of Ontario, this 10th day of September 2025.

Dodick Landau Inc. - Licensed Insolvency Trustee



951 Wilson Ave., Unit 15L
Toronto ON M3K 2A7
Phone: (416) 645-0552 Fax: (866) 874-1791



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-3270451
Estate No.: 31-3270451

In the Matter of the Notice of Intention to make a proposal of:

Azure Publishing Inc.

Insolvent Person

DODICK LANDAU INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 10, 2025

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 10, 2025, 13:33

Official Receiver

E-File/Dépôt Electronique

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

This is Exhibit "I" referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Saisha Mahil

12C51C7C-8D30-4E81-AC90-EDAE17994FF7
Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T


Azure Publishing Inc.
Weekly Cash Flow Forecast
August 22, 2025 to December 5, 2025
\$Cdn

Week Ending	Notes	Week 1 29-Aug-25	Week 2 05-Sep-25	Week 3 12-Sep-25	Week 4 19-Sep-25	Week 5 26-Sep-25	Week 6 03-Oct-25	Week 7 10-Oct-25	Week 8 17-Oct-25	Week 9 24-Oct-25	Week 10 31-Oct-25	Week 11 07-Nov-25	Week 12 14-Nov-25	Week 13 21-Nov-25	Week 14 28-Nov-25	Week 15 05-Dec-25	TOTAL
Publishing receipts		-	25,800	30,000	7,328	33,700	10,492	13,307	78,479	10,492	31,418	34,129	57,750	14,600	39,600	21,750	408,845
Event receipts		8,500	8,750	8,750	8,750	8,750	28,750	16,250	16,250	16,250	-	-	-	5,000	17,500	7,500	151,000
Receipts	1	8,500	34,550	38,750	16,078	42,450	39,242	29,557	94,729	26,742	31,418	34,129	57,750	19,600	57,100	29,250	559,845
Disbursements																	
Cost of Labour	2	-	4,700	50,166	-	50,166	4,700	-	50,166	-	50,166	4,700	50,166	-	50,166	4,700	319,797
Direct Costs	3	-	21,000	-	10,000	-	31,000	30,000	-	-	23,000	-	-	10,000	-	21,000	146,000
G&A Expenses	4	500	7,425	56,150	17,150	25,450	84,000	1,250	40,050	2,250	27,800	1,250	10,050	1,250	23,300	1,250	299,125
Professional fees	5	-	-	-	-	18,000	-	12,500	22,500	-	22,500	-	17,500	-	25,000	55,000	173,000
Critical Vendors	6	-	-	-	-	-	-	-	98,000	-	-	-	-	-	-	-	98,000
Total Disbursements		500	33,125	106,316	27,150	93,616	119,700	43,750	210,716	2,250	123,466	5,950	77,716	11,250	98,466	81,950	1,035,922
Net Cash Flow		8,000	1,425	(67,566)	(11,072)	(51,166)	(80,458)	(14,193)	(115,987)	24,492	(92,048)	28,179	(19,966)	8,350	(41,366)	(52,700)	(476,077)
Bank Balance																	
Opening Bank Balance		124,328	132,328	133,753	66,187	55,115	3,948	1,490	74,297	3,310	37,802	754	28,933	8,967	17,317	10,951	124,328
Add: Net Cash Flow	7	8,000	1,425	(67,566)	(11,072)	(51,166)	(80,458)	(14,193)	(115,987)	24,492	(92,048)	28,179	(19,966)	8,350	(41,366)	(52,700)	(476,077)
Add: Shareholder Loan/DIP Financing	8	-	-	-	-	-	78,000	87,000	45,000	10,000	55,000	-	-	-	35,000	45,000	355,000
Closing Bank Balance		132,328	133,753	66,187	55,115	3,948	1,490	74,297	3,310	37,802	754	28,933	8,967	17,317	10,951	3,251	3,251

This statement of forecast cash flow of Azure Publishing Inc. is prepared in accordance with section 50.4 (2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the accompanying notes and Trustee's report on cash flow statement dated this 19th day of September, 2025.

Dodick Landau Inc.

Azure Publishing Inc.

Per: 
 Rahn Dodick, CPA, CA, CIRP, LIT

Per: _____
 Sergio Sgaramella, CEO

AZURE PUBLISHING INC.
MAJOR ASSUMPTIONS
CASH FLOW STATEMENT
FOR THE PERIOD AUGUST 22, 2025 TO DECEMBER 5, 2025 (THE “CASH FLOW PERIOD”)

Azure Publishing Inc. (“**Azure**” or the “**Company**”) is both a publisher of an architecture and design magazine as well as the coordinator of industry related events. A Notice of Intention to Make a Proposal (“**NOI**”) was filed in respect of Azure on September 10, 2025 (“**NOI Filing**”). Azure’s cash flow projection was prepared by management of Azure.

The cash flow projection is based on the hypotheses that Azure:

- a. will complete a successful proposal;
- b. will pay certain vendors deemed critical their pre-filing payables by the week ending October 10, 2025 following receipt of Court approval; and
- c. will continue operations in the normal course after its NOI Filing.

Receipts:

1. Customer Collections

Receipts are composed of collections from the sale of the Company’s magazine from both the print and digital issues as well as receipts from Azure’s Human/Nature Conference (“**Conference**”) to be held in Toronto in October. The Conference is forecast to both generate sponsorship receipts as well as ticket sales from participants. Accounts receivable collections are based on historic collection pattern from the magazine as well as forecast ticket sales and sponsorships based on historic collection patterns. All amounts include HST.

Disbursements:

2. Cost of Labour

Azure employs 15 full time employees. Employees have agreed to a permanent 25% salary reduction over the restructuring period, which is reflected in the cash flow forecast. In exchange for this concession employees were offered a Key Employee Retention Plan (“**KERP**”) which includes the opportunity for employees who elect to sign the KERP to recover the full amount of their salary reduction depending on the completion of a successful transaction for the Company at a pre-established sale price.

Azure’s payroll is processed through a third-party provider that remits source deductions to CRA on the Company’s behalf. Source deduction remittances are current.

3. Direct Costs

Includes rent for Azure's premises as well as direct costs to publish the magazine which is published every other month including: print and paper costs, editorial costs, and mailing costs. The magazine's customers are based in Canada and the US.

4. General and Administrative Expenses

Includes certain software costs, office expenses, travel costs, insurance, and HST, which is remitted monthly to CRA.

Also included is approximately \$170,000 in costs for the Conference. Conference costs include, among other things, the cost for rental of the venue and costs for travel and accommodations for the event speakers.

5. Professional fees

During the Period, legal fees are forecast for Azure's legal counsel, as well as the fees of the Proposal Trustee and its legal counsel, after applying any retainers received prior to the start of the proceeding.

6. Critical Vendors

The cash flow assumes that the Court will approve a critical vendor charge for key vendors identified by the Company. Critical vendor payments are estimated to total approximately \$98,000.

7. Shareholder Financing/DIP Financing

One of the Company's directors has agreed to provide debtor in possession financing, which is necessary for the Company to be able to fund its obligations over the Cash Flow Period. The DIP financing is subject to Court approval.

Based upon the timing of receipt of Court approval of the financing arrangement by Azure, it estimates that the first advance will be received in the week ending October 10, 2025.

The cash flow indicates that \$78,000 will be required in the week ending October 3, 2025, which will be in advance of Court approval of the DIP. The director has agreed to cover this shortfall by way of a shareholder loan in advance of DIP approval.

Advances from the director totaling \$355,000 will be required over the Cash Flow Period.

This is Exhibit “J” referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Saisha Mahil

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Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T

DEBTOR-IN-POSSESSION LOAN AGREEMENT

This Debtor-in-Possession Loan Agreement (“**DIP Loan Agreement**”) dated the 8th day of October, 2025, sets out the terms and conditions upon which 1449483 Ontario Ltd. will provide debtor-in-process financing to the Borrower (as defined below) in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Borrower:	Azure Publishing Inc. (the “ Borrower ”)
DIP Lender:	1449483 Ontario Ltd., or an affiliated entity (the “ DIP Lender ”)
Proposal Trustee:	Dodick Landau Inc. in its capacity as proposal trustee (in such capacity, the Proposal Trustee) in connection with the Borrower’s proceedings (the “ BIA Proceedings ” or “ Proceedings ”) under the <i>Bankruptcy and Insolvency Act (Canada)</i> (the “ BIA ”) commenced by a Notice of Intention to Make a Proposal in respect of the Borrower filed on September 10, 2025.
Type of DIP Loan:	Loan from the DIP Lender to the Borrower of up to a maximum amount of CAD\$230,000.00 (the “ DIP Loan ”), secured by way of the DIP Charge (defined herein) to be available to the Borrower with the agreement of the Proposal Trustee subject to and in accordance with the terms herein.
Availability:	Subject to the fulfillment of the applicable condition’s precedent to the availability of the DIP Loan set out herein and the Borrower’s adherence to the Approved Cash Flows (as herein defined), and provided that no Event of Default (as defined below) has occurred and is then continuing, advances of the DIP Loan shall be made by the DIP Lender to the Borrower.
Purpose, Use of Proceeds:	The proceeds of the DIP Loan will be used by the Borrower to fund: the cash flow requirements (operations and professional fees) of the Borrower on a going concern basis provided that the same is (i) in accordance with the Approved Cash Flows, unless approved in writing by the DIP Lender and the Proposal Trustee, and (ii) not on account of a liability that existed prior to September 10, 2025, unless such payment is approved by the Court.
Closing Date:	On the later of October 10, 2025 and receipt of the approval of the DIP Loan charge by the Court, unless otherwise agreed by the Borrower and the DIP Lender (the “ Closing Date ”).
Maturity and or Termination Date:	The maturity of the DIP Loan (the “ Termination Date ”) shall be the earliest of: (a) December 19, 2025; (b) the closing of a sale or investment transaction resulting from the Proceedings (a “ Transaction ”); (d) the implementation of a Proposal in the Proceedings under the BIA; (e) the date on which the Proceedings are terminated or are converted into a bankruptcy proceeding; and (f) the occurrence of an Event of Default (as defined herein); and (g) the date of the acceleration of the DIP Loan and the termination of the commitment with respect to the DIP Loan as a result of an Event of Default (as defined herein). All outstanding amounts under the DIP Loan, together with all interest accrued in respect thereof and all other amounts owing under this DIP Loan Agreement shall be payable in full on the Termination Date.
Interest Rate:	All amounts outstanding under the DIP Loan will bear interest at a rate of 5% per annum, on the daily balance outstanding under the DIP Loan.

	Interest shall be due, owing, payable and repaid at the Termination Date without further notice, protest, demand or other act on the part of the DIP Lender.
Finance Fee:	Borrowings under the DIP Loan are not subject to any fee.
Repayment:	Unless otherwise repaid as contemplated herein, the DIP Loan shall be due, owing, payable and repaid as the Termination Date without further notice, protest, demand or other act on the part of the DIP Lender.
Mandatory Prepayments:	The DIP Loan shall be repaid in full from the net proceeds of any Transaction involving the Borrower.
Representations and Warranties:	<p>The Borrower represents and warrants to the DIP Lender as of the date hereof, and as of the date of each advance under the DIP Loan, that:</p> <p>(a) the Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of their organization, has all requisite power to carry on business as now and formerly conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to constitute a material adverse effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required;</p> <p>(b) the execution, delivery and performance, as applicable, of this DIP Loan Agreement has been duly authorized by all actions, if any, required on the part and by the Borrower's directors, and constitutes a legal, valid and binding obligation of the Borrower enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application that limit the enforcement of creditors' rights generally and to general equitable principals;</p> <p>(c) the Approved Cash Flows represent the Borrower's best estimate as at each applicable date of the likely results of the operations of the Borrower during the period applicable thereto and, to the Borrower's knowledge, such results are achievable as provided therein;</p> <p>(d) there are no arrears for any statutory remittances, withholding taxes or other amounts that, if unpaid, would have the benefit of an encumbrance or deemed trust in priority to the DIP Security and the DIP Charge (as defined herein), such as without limitation taxes under the Excise Tax Act (Canada) and any source deduction remittances to the Canada Revenue Agency, except those accruing in the normal course and not yet due; and</p> <p>(e) except in respect of periods preceding September 10, 2025, all employee wages and other amounts owing to employees are up-to-date and there are no amounts owing in respect of wages, termination pay, severance pay, vacation pay, pension benefit contributions or other benefits except those accruing in the normal course and in accordance with the established practices and arrangements of the Borrower.</p>
Covenants:	<p>(a) the Borrower shall pay all amounts and satisfy all obligations in respect of the DIP Loan, including the Financing Fee;</p> <p>(b) the Borrower shall not make or permit to be made any payment on account obligations owing as at September 10, 2025, without the prior consent of the Proposal Trustee, the DIP Lender and pursuant to an order of the Court;</p> <p>(c) the Borrower shall not undertake any actions with respect to its assets, business operations and/or capital structure which would, in the sole determination of the DIP Lender, have a material adverse effect on the Borrower or the Collateral (as defined below);</p>

	<p>(d) the Borrower shall not incur any indebtedness, including the giving of guarantees, other than indebtedness specifically contemplated herein or permitted in writing by the DIP Lender;</p> <p>(e) the Borrower shall not incur, create, assume or suffer to exist any lien, charge, security interest or other encumbrance on any of the Collateral (as defined below) now owned or hereafter acquired other than: (i) those encumbrances existing as of September 10, 2025, (ii) the key employee retention plan (“KERP”) charge, (iii) critical vendor charge, (iv) the DIP Charge (as defined herein), and (v) the Administration Charge, to be granted by the Court;</p> <p>(f) the Borrower shall not enter into any other credit facility or loan arrangements that would be secured in priority to or pari passu with the DIP Loan;</p> <p>(g) the Borrower shall not enter into any Transaction without the prior written consent of the DIP Lender;</p> <p>(h) without the prior written consent of the DIP Lender, the Borrower shall not: (i) declare or pay any dividends on, or make any other payments or distributions (whether by reduction of capital or otherwise) with respect to any of their respective issued and outstanding shares or other equity interests, or (ii) grant any loans;</p> <p>(i) the Borrower shall not sell any of its assets outside of the ordinary course of business without the prior written consent of the DIP Lender;</p> <p>(j) the Borrower shall ensure that its senior management team and advisors are available to meet and respond to enquiries and information requests from the Proposal Trustee and the DIP Lender and their advisors as may be reasonably required, and in any event no less frequently than once per week, and to provide them with updates as may be required by the DIP Lender or the Proposal Trustee;</p> <p>(k) the Borrower shall promptly pay all DIP Expenses (as defined below), including all legal and advisory fees and expenses, of the DIP Lender as such DIP Expenses are incurred and invoiced to the Borrower;</p> <p>(l) the Borrower shall pay the fees, if any, owing to the DIP Lender in connection with the DIP Loan (as set out herein or otherwise) promptly when such fees are due;</p> <p>(m) the Borrower shall update the Approved Cash Flows and provide a copy thereof to the DIP Lender and the Proposal Trustee, together with a comparison to the prior version for the DIP Lender’s approval, it being understood that such updated Approved Cash Flows, if approved, become the Approved Cash Flows for purposes hereof; and</p> <p>(n) the Borrower shall provide such other information that the DIP Lender may reasonably request in relation to the BIA Proceedings, the Collateral (as defined below), or the DIP Loan generally.</p>
<p>Security:</p>	<p>As continuing security (the “DIP Security”) for the prompt payment of all amounts payable by the Borrower to the DIP Lender under this DIP Loan Agreement and as continuing security for the due and punctual performance by the Borrower of its existing and future obligations pursuant to this DIP Loan Agreement (the “DIP Obligations”), the Borrower hereby grants, conveys, assigns, transfers, mortgages and charges as and by way of a fixed and specific security interest, mortgage and charge, to and in favour of the DIP Lender, all of its property, assets, rights and undertakings, real and personal, moveable or immovable, tangible and intangible, legal or equitable, of whatsoever nature and kind, wherever located, both present and future, and now or hereinafter owned or acquired (collectively, the “Collateral”).</p>

	<p>The DIP Security shall be elevated by way of a Court-ordered super-priority charge (the “DIP Charge”) which DIP Charge shall rank, in respect of the Collateral, in priority to any security interests, claims, or deemed trusts (statutory or otherwise) but subordinated to the KERP charge and the Administration Charge, without any other formality or requirement, such as without limitation under the <i>Personal Property Security Act</i> (Ontario) or registrations in land registration office(s) or otherwise.</p>
<p>Events of Default:</p>	<p>Each of the following shall constitute an Event of Default:</p> <ul style="list-style-type: none"> (a) the Borrower defaults in the payment of any amount due and payable to the DIP Lender (whether of principal, interest or otherwise) pursuant to this DIP Loan Agreement; (b) any representations and warranties made by the Borrower in this DIP Loan Agreement proves to be incorrect as of the date given including more than an aggregate 15% negative deviation in the cash flow and financial forecast provided by the Borrower; (c) the Borrower fails or neglects to observe or perform any term, covenant, condition or obligation contained or referred to in this DIP Loan Agreement or any other document between the Borrower and the DIP Lender; (d) the stay of proceedings expires without being extended or the BIA Proceedings being dismissed or terminated or the Borrower becoming subject to a proceeding in bankruptcy or receivership or similar insolvency proceeding; (e) the entry of an order staying, amending, reversing, vacating or otherwise modifying or having a material adverse effect with respect to, in each case without the prior written consent of the DIP Lender, the DIP Loan or the DIP Charge; (f) the Borrower undertakes any actions with respect to its assets, business operations and/or capital structure which would, in the sole determination of the DIP Lender, has a material adverse effect on the Borrower or the Collateral; (g) if the Borrower makes any payments of any kind not permitted by this DIP Loan Agreement, or contemplated by the Approved Cash Flows; (h) the occurrence of any other event or circumstance that has, or could reasonably be expected to have, a material adverse effect on either of the Borrower or on the Collateral, including a material adverse change from the Approved Cash Flows as determined by the DIP Lender in its sole discretion; <p>and</p> <ul style="list-style-type: none"> (i) if there is a change in the ownership, control, existing senior operating management arrangements or governance of the Borrower that is not acceptable to the DIP Lender. <p>Upon the occurrence of an Event of Default, without any notice, protest, demand or other act on the part of the DIP Lender, all indebtedness of the Borrower to the DIP Lender shall become immediately due and payable and the DIP Lender shall be able to take all steps necessary to enforce its security. The DIP Lender shall also have the right to exercise all other customary remedies, including, without limitation, the right to enforce and realize on any or all of the Collateral, in each case, upon providing two (2) days prior written notice to the Borrower and the Proposal Trustee, without the necessity of obtaining further relief or an order from the Court.</p>
<p>Fees and Expenses:</p>	<p>In addition to any principal and interest owing under the DIP Loan, the DIP Lender shall be entitled to recover all of its fees, professional fees, expenses and</p>

	out-of-pocket costs incurred, whether or not any of Transaction is completed and whether incurred prior to or after the date of the DIP Order, as well as all expenses of the DIP Lender in connection with the ongoing monitoring, interpretation, administration, protection an enforcement of the DIP Loan, and the enforcement of any and all of its remedies at law (collectively, the “ DIP Expenses ”)
Conditions Precedent, to first advance:	The conditions precedent to the DIP Loan, include but are not limited to: (a) the granting of the DIP Lender’s Charge; (b) the sale and investment solicitation (“SISP”) Order being issued by the Court, in a form satisfactory to the DIP Lender, ; (d) the SISP Order shall not have been vacated, stayed, appealed, subject to leave to appeal, or amended, or varied in a manner not acceptable to the DIP Lender, acting reasonably; (e) the DIP Lender and the Proposal Trustee shall have received and approved a statement and forecast of consolidated cash flows for the Borrower (the “ Approved Cash Flows ”), and such Approved Cash Flows shall not have been varied or amended without the prior written consent of the DIP Lender, and the Borrower shall be in material compliance with respect to same; and (f) the DIP Lender shall be satisfied that the Borrower has complied with and is continuing to comply in all material respects with all applicable laws, regulations and orders of the Court in the Proceedings; and no Event of Default shall have occurred or shall be reasonably expected to occur; the representations and warranties made by the Borrower in this DIP Loan Agreement being true and correct as of the date given.
Taxation:	All payments of principal, interest and fees will be made free and clear of all present and future taxes, levies, duties or other deductions of any nature whatsoever, levied either now or at any future time.
Governing Law and Forum	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 in such Ontario. The Borrower, the DIP Lender and the Proposal Trustee hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters arising under or in connection with this DIP Loan Agreement.

[Execution page follows.]

IN WITNESS HEREOF, the parties hereby execute this DIP Loan Agreement as of the date first written above.

AZURE PUBLISHING INC.

Signed by:
Per: Sergio Sgaramella
Name: Sergio Sgaramella
Title: President

I have authority to bind the corporation

1449483 ONTARIO LTD.

Signed by:
Per: Sergio Sgaramella
Name: Sergio Sgaramella
Title: President

I have authority to bind the corporation

This is Exhibit “K” referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Saisha Mahil

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Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T

AZURE

Azure Publishing Inc.
213 Sterling Rd, Suite 206
Toronto, Ontario, Canada M6R 2B2
azuremagazine.com

September 10, 2025

STRICTLY CONFIDENTIAL

[Name of Employee]

[Address of Employee]

Dear Mr. _____,

On September 10, 2025, Azure Publishing Inc. (the “**Company**”) filed a Notice of Intention to Make a Proposal to its creditors under the *Bankruptcy and Insolvency Act* (Canada) and named Dodick Landau Inc. as proposal trustee (the “**Proposal Trustee**”).

The Company intends to apply to Court within 30-days to request the Court’s approval of a Sale and Investor Solicitation Process (“**SISP**”) for the purpose of identifying one or more purchasers of, or investors in, the business and assets of the Company, with projected completion of a transaction or transactions by December 2025 (the “**SISP Order**”).

We believe that you will carry out an important role in the Company’s SISP process. We wish to ensure that you are able to carry out your duties and responsibilities during this period free from any distractions associated with the possible effect on your employment from the sale or restructuring of the Company. We are therefore pleased to offer you a retention award. The terms of the retention award are as follows:

Definitions

1. “**Closing**” means the successful closing of the Transaction.
2. “**Net Sale Price**” means proceeds from the sale of the assets, or investment in, the business received by the Proposal Trustee;
3. “**Retention Period**” shall mean the period between the date of this Letter Agreement and the Closing. The Retention Period is estimated to be three months, however, it will vary based on when Closing occurs.
4. “**Secured Creditor**” means 1449483 Ontario Limited, a secured lender of the Company.
5. “**Secured Obligations**” means collectively, the Company’s indebtedness to 1449483 Ontario Ltd., any additional interim financing advanced to the Company prior to the Closing, as the case may be, by 1449483 Ontario Ltd. or any other lender and the administrative charge granted in favour of the Proposal Trustee and others pursuant to the Administrative Charge Order.
6. “**Transaction**” shall mean a transaction or series of transactions that the Company may undertake as part of the SISP, as approved by the Court, provided that such transaction or transactions constitute either a “going concern”

AZURE

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azuremagazine.com

sale of all or substantially all of the business and assets of the Company or an investment in the Company, and do not constitute the piecemeal liquidation of the business and assets of the Company.

Retention Award

7. The Company will pay you \$_____ on Closing of the Transaction (“**Retention Award**”), subject to the Conditions listed below being met.

Conditions for Payment of Retention Award

8. The Retention Award is payable if the Net Sale Price is equal to, or greater than, \$800,000. Should the Net Sale Price be lower than \$800,000, the Retention Award will be reduced proportionately. (For example: if the lower Net Sale Price is \$700,000, it represents a 12.5% reduction (100,000/800,000) and, therefore, the Retention Reward will be reduced by 12.5%.)
9. In order to receive the Retention Award, you must: (i) be actively employed by the Company at the time that the Retention Award is payable; and (ii) perform your duties and responsibilities with the Company in accordance with the terms of your employment through the date that the Retention Award becomes payable. Consequently, if you take a sick or other leave or if you resign or retire for any reason prior to the end of the Retention Period, including due to an alleged constructive dismissal, you will not have satisfied the condition for the payment of the Retention Award if it has not become payable as of your last active date of employment.
10. In the event that your employment is terminated for cause at any time during the Retention Period, you will not be entitled to any Retention Award that has not yet become payable as of your last active date of employment.

Miscellaneous

11. The Retention Award is subject to withholding for income tax and other statutory deductions as required by law.
12. The Retention Award is in addition to your base salary, as adjusted during the period of the restructuring. The Retention Award is not considered earnings for the purposes of vacation pay. Retention Awards will not be considered earnings or taken into account for the purpose of determining statutory or common law payment in lieu of notice on termination.
13. This Letter Agreement shall be binding upon each parties’ respective heirs, legal personal representatives, successors and assigns.
14. Except as expressly permitted by the Company, the terms and conditions of this Letter Agreement are to be kept strictly confidential. It is therefore important that the terms of this Letter Agreement not be disclosed to anyone other than to members of your immediate family and your professional financial advisor and only then on condition that they also agree to keep the terms of this Letter Agreement strictly confidential.
15. This Letter Agreement is the entire agreement between you and the Company concerning the Retention Award granted hereunder.



Azure Publishing Inc.
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Toronto, Ontario, Canada M6R 2B2
azuremagazine.com

16. The terms of this Letter Agreement and all actions taken hereunder will be governed by the laws of Ontario and the laws of Canada applicable therein.

We appreciate your efforts on behalf of the Company and look forward to your continuing contribution.

To accept this Letter Agreement, please return a signed copy to the undersigned no later than September 15, 2025.

Yours truly,

Mr. Sergio Sgaramella, Chief Executive Officer

ACKNOWLEDGEMENT


I have read, I understand and I accept the terms of this Letter Agreement set out above.

Signature

Printed Name

Date

This is Exhibit “L” referred to in the Affidavit of Sergio Sgaramella sworn by Sergio Sgaramella, before me at the City of Toronto in the Province of Ontario on October 8, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

6DDB6C80A890492...

Commissioner for Taking Affidavits (or as may be)

SAISHA MAHIL LSO #80083T

Sale and Investment Solicitation Process for Azure Publishing Inc.

October 10, 2025

1. On September 10, 2025, Azure Publishing Inc. (the “**Company**”) filed a Notice of Intention to make a proposal (the “**NOI**”) under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”). Dodick Landau Inc. was appointed as proposal trustee of the Company (the “**Proposal Trustee**”).
2. On October 10, 2025, the Company is seeking a Court order (the “**SISP Approval Order**”) that, among other things, authorizes the Company to implement a sale, refinancing and investment solicitation process (“**SISP**”) in accordance with the terms hereof. Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the SISP Approval Order.
3. This SISP sets out the manner in which: (a) binding bids for a sale or other strategic investment or transaction (a “**Transaction**”) involving the business, assets and/or equity of the Company (the “**Opportunity**”), will be solicited from interested parties; (b) any such bids received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of a Successful Bid will be sought.
4. The SISP shall be conducted by the Proposal Trustee in consultation with the Company.
5. The Proposal Trustee, will:
 - (a) disseminate marketing materials and a copy of the SISP to potentially interested parties identified by the Company and the Proposal Trustee, or any other interested party who contacts the Company or the Proposal Trustee;
 - (b) solicit interest from interested parties with a view to such parties entering into non-disclosure agreements (each an “**NDA**”). Parties shall only obtain access to the virtual data room (the “**VDR**”) and be permitted to participate in the SISP if they execute an NDA, in form and substance satisfactory to the Proposal Trustee; provided that those parties that have already executed an NDA with the Company shall not be required to execute a further NDA provided that such prior NDA has not expired or will not expire during the SISP;
 - (c) provide interested parties who have executed an NDA with access to the VDR containing diligence information in respect of the Opportunity; and
 - (d) request that parties submit a binding offer that meets at least the requirements set forth in Section 7 below, as determined by the Proposal Trustee (each a “**Qualified Bid**”), by the Qualified Bid Deadline (as defined below).

6. The SISP shall be conducted subject to the terms hereof and the following key milestones, each of which can be extended by up to seven (7) days by the Proposal Trustee, in consultation with the Company, or for a longer period by Court order:
 - (a) the Court issues the SISP Approval Order approving the SISP by no later than October 10, 2025;
 - (b) the Proposal Trustee, with the assistance of the Company, commences the solicitation process by no later than October 17, 2025, it being understood that the Company, in consultation with the Proposal Trustee, shall be at liberty to provide marketing materials and commence discussions with interested parties prior to such date as they consider appropriate;
 - (c) deadline to submit a Qualified Bid – by no later than 3:00 p.m. (Toronto time) on November 17, 2025 (the “**Qualified Bid Deadline**”);
 - (d) deadline to select a Qualified Bid as the Successful Bid (as defined below)– by no later than 5:00 p.m. (Toronto time) on November 19, 2025;
 - (e) Approval Order (as defined below) hearing – by no later than November 24, 2025, subject to Court availability; and
 - (f) closing of the Successful Bid – as soon thereafter as possible and, in any event, by no later the date that is eleven (11) days after the issuance of the Approval Order (as defined below) (the “**Outside Date**”).

7. In order to constitute a Qualified Bid, a bid must comply with the following:
 - (a) it includes an executed binding Transaction document(s), including all exhibits and schedules contemplated thereby, describing the terms and conditions of the proposed Transaction, including any liabilities proposed to be assumed, the purchase price (the “**Purchase Price**”), and the structure and financing of the proposed Transaction;
 - (b) it contains the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equity holder(s);
 - (c) it includes or is accompanied by evidence satisfactory to the Company and Proposal Trustee of the financial ability of the bidder to consummate the Transaction;
 - (d) it includes full details of the bidder’s intended treatment of the Company’s stakeholders under or in connection with the proposed bid, including the Company’s secured creditors, unsecured creditors, landlords, employees, customers, suppliers, contractual counterparties and equity holders, as appropriate based on the form of offer received;
 - (e) it is binding and irrevocable until: (i) the approval of the successful bid by the Court, and (ii) the closing of the Transaction contemplated by the successful bid;

- (f) it is not conditional upon any condition or contingency relating to due diligence, financing or any other material conditions precedent to the bidder's obligation to complete the transaction;
 - (g) it includes an acknowledgment and representation that the bidder: (i) has had an opportunity to conduct any and all required due diligence prior to making its bid, and has relied solely upon its own independent review, investigation and inspection in making its bid; (ii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including the Company, the Proposal Trustee, and their respective employees, officers, directors, agents, advisors (including legal counsel) and other representatives, regarding the proposed Transaction, this SISP, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the proposed Transaction documents; (iii) is making its bid on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Company, the Proposal Trustee, or any of their respective employees, officers, directors, agents, advisors and other representatives, except to the extent set forth in the proposed Transaction documents; (iv) is bound by this SISP and the SISP Approval Order; and (v) is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with the SISP or its bid;
 - (h) it is accompanied by a cash deposit (the "**Deposit**") by wire transfer of immediately available funds in an amount equal to at least 10% of the Purchase Price, which Deposit shall be retained by the Proposal Trustee in a non-interest-bearing trust account in accordance with the terms hereof;
 - (i) it includes a statement that the bidder will bear its own costs and expenses (including all legal and advisor fees) in connection with the proposed Transaction;
 - (j) it contemplates closing of the Transaction by not later than the Outside Date;
 - (k) it includes such other information as may be reasonably requested by the Company or Proposal Trustee; and
 - (l) it is received by the Proposal Trustee by the Qualified Bid Deadline at the email addresses specified on Schedule "A" hereto.
8. The Proposal Trustee may waive compliance with any one or more of the requirements specified in Section 7 above and deem a non-compliant bid to be a Qualified Bid.
9. For greater certainty, a Qualifying Bid to acquire the assets of the Company may be an offer to acquire all or part of the assets of the Company. Following selection of the successful bid, if any, the Proposal Trustee, with the assistance of its advisors, and in consultation with the Company, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the successful bid. Once the necessary definitive agreement(s) with respect to a successful bid have been finalized, as determined by the Company in consultation with the Proposal Trustee, the Company shall apply to the Court, on notice to the service list, for an order or orders approving such successful bid and/or the mechanics to authorize the Company to complete the Transactions contemplated

thereby, as applicable, and authorizing the Company to: (a) enter into any and all necessary agreements and related documentation with respect to the successful bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the Transaction contemplated in such successful bid (each, an **“Approval Order”**).

10. If a successful bid is selected and an Approval Order authorizing the consummation of the Transaction contemplated thereunder is granted by the Court, any Deposit paid in connection with such successful bid will be non-refundable and shall, upon closing of the Transaction contemplated by such successful bid, be applied to the cash consideration to be paid in connection with such successful bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such successful bid. Any Deposit delivered with a Qualified Bid that is not selected as a successful bid will be returned to the applicable bidder, without interest, by the Proposal Trustee as soon as reasonably practicable (but not later than ten (10) business days) after the date upon which the successful bid is approved pursuant to an Approval Order or such earlier date as may be determined by the Proposal Trustee. In the event that a Deposit is forfeited for any reason it shall be forfeited as liquidated damages and not as a penalty.
11. Any amendments to this SISP may only be made by the Proposal Trustee, with the written consent of the Company, or by further order of the Court. The Proposal Trustee, with the written consent of the Company, may terminate the SISP entirely at any time prior to October 17, 2025 (or such later date upon application to the Court).
12. Unless otherwise set out herein, participants and prospective participants in this SISP shall not be permitted to receive any information that is not generally available to all participants relating to the details of any confidential discussions or correspondence between the Proposal Trustee and qualified bidders in connection with this SISP.
13. The Proposal Trustee may, with the consent of the applicable participants, disclose such information to other bidders for the purpose of seeking to combine separate bids.
14. At any time during this SISP, the Company or the Proposal Trustee may apply to the Court for advice and directions regarding the implementation and completion of this SISP.

SCHEDULE "A": E-MAIL ADDRESSES FOR DELIVERY OF BIDS

To Proposal Trustee and its legal counsel:

rahn.dodick@dodick.ca

and with a copy to the Company's legal counsel:

mcitak@grllp.com

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF AZURE PUBLISHING INC. IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF SERGIO SGARAMELLA

GARDINER ROBERTS LLP

Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3600
Toronto ON M5H 4E3

Michael Citak (492871)
Tel: (416) 865-6706
mcitak@grllp.com

Saisha Mahil (80083T)
Tel: (416) 203-9547
smahil@grllp.com

Tel: (416) 865-6600

Lawyers for Azure Publishing Inc.

TAB 3

Lender (as defined herein) and such other counsel and parties as are listed on the Participant Information Form, no one else appearing although duly served as appears from the Certificate of Service of Saisha Mahil signed October 8, 2025, filed:

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, Motion Record and First Report are hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

EXTENSION OF TIME TO FILE A PROPOSAL

2. **THIS COURT ORDERS** that pursuant to section 50.4(9) of the BIA, the time for Azure to file a proposal is hereby extended up to and including November 24, 2025.

APPROVAL OF FIRST REPORT

3. **THIS COURT ORDERS** that the First Report, as well as the actions, conduct and activities of the Proposal Trustee as described therein, be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

NO INTERFERENCE WITH RIGHTS

4. **THIS COURT ORDERS** that until the expiry of the date by which Azure must file a proposal pursuant to section 50.4(1) of the BIA (including as such date may be extended pursuant to section 50.4(9) of the BIA, the “**Proposal Outside Date**”), no individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence, permit, lease, purchase order or other arrangement, whether written or oral (each, an “**Agreement**”), in favour of or held by Azure, except with the written consent of Azure and the Proposal Trustee, or leave of this Court.

CONTINUATION OF SERVICES

5. **THIS COURT ORDERS** that until the expiry of the Proposal Outside Date, all Persons having an Agreement with Azure 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, merchant and credit card processing services, insurance, transportation services, utility or other services to Azure, 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 Azure, and that Azure shall be entitled to the continued use of its current premises, 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 Azure in accordance with normal payment practices of Azure or such other practices as may be agreed upon by the supplier or service provider and Azure and the Proposal Trustee, or as may be ordered by this Court.

6. **THIS COURT ORDERS** that no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the NOI Filing Date, nor shall any Person be under any obligation on or after the NOI Filing Date to advance or re-advance any monies or otherwise extend any credit to Azure.

POSSESSION OF PROPERTY

7. **THIS COURT ORDERS** that Azure shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, Azure shall continue to carry on business in a manner consistent with the preservation of their business (collectively, the “**Business**”) and Property. Azure is authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

8. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, Azure is and shall be entitled but not required to pay all reasonable expenses incurred in carrying on the Business in the ordinary course after the NOI Filing Date, subject to the terms of the DIP Loan Agreement. Without limiting the foregoing, subject to the terms of the DIP Loan Agreement, Azure shall be entitled, but not required, to pay the following expenses, whether incurred prior to or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, and expenses payable on or after the date of this Order, incurred in the ordinary course of the Business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants (as defined herein) retained or employed by Azure, at their standard rate and charges; and
- (c) with the consent of the Proposal Trustee, amounts owing to critical vendors whose products and/or services are essential to Azure's ongoing operations up to the maximum aggregate amount of \$88,500, if, in the opinion of Azure and the Proposal Trustee, those goods and services are critical to the Business .

PROPOSAL TRUSTEE

9. THIS COURT ORDERS that the Proposal Trustee continues to be and is hereby authorized to take all steps required to fulfill its duties under the BIA or as an officer of this Court, including to perform such duties as are required to give effect to the terms of this Order and such other orders as may be made by this Court from time to time.

10. THIS COURT ORDERS that the Proposal Trustee shall not take possession of the Property or the Business and shall not, in fulfilling its obligations hereunder or pursuant to the BIA, be deemed to have taken possession or control of the Property or the Business, or any part thereof.

11. THIS COURT ORDERS that the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of its duties under the BIA or the provisions of

this Order or any other Orders which may be made by this Court, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee by the BIA or any other applicable legislation.

DIP FINANCING & DIP CHARGE

12. THIS COURT ORDERS that Azure is hereby authorized and empowered to obtain and borrow under a credit facility (the “**DIP Facility**”) from 1449483 Ontario Ltd. (in such capacity, the “**DIP Lender**”) in order to finance Azure’s working capital requirements and other general corporate purposes and capital expenditures, provided that the aggregate borrowings under the DIP Facility shall not exceed the principal amount of \$230,000, unless permitted by further Order of the Court.

13. THIS COURT ORDERS that the DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Loan Agreement between Azure and the DIP Lender dated as of October 8, 2025 in the form attached to the Sgaramella Affidavit with such minor modification and amendments that may be agreed to by the parties thereto and consented to by the Proposal Trustee (the “**DIP Loan Agreement**”).

14. THIS COURT ORDERS that Azure is hereby authorized and empowered to execute and deliver such ancillary credit agreements, mortgages, charges, hypothecs and security documents, guarantees, and other definitive documents (collectively, including the DIP Loan Agreement, the “**DIP Credit Documents**”) as are contemplated by the DIP Loan Agreement or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and Azure is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Credit Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

15. THIS COURT ORDERS that as security for the payment and performance by Azure of their obligations under the DIP Loan Agreement and any DIP Credit Documents, the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$230,000 plus interest, fees and expenses, unless permitted by further Order of the Court, and which shall not secure an

obligation that exists before the NOI Filing Date. The DIP Charge shall have the priority set out in paragraph 23 hereof.

16. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Charge or any of the DIP Credit Documents;
- (b) upon the occurrence of an Event of Default (as defined in the DIP Loan Agreement) under the DIP Credit Documents, the DIP Lender, subject to the notice requirements under the DIP Credit Documents and any restrictions contained therein, may cease making advances to Azure and set off and/or consolidate any amounts owing by the DIP Lender to Azure against the obligations of Azure to the DIP Lender under the DIP Credit Documents or the DIP Lender Charge, make demand, accelerate payment and give other notices, or, upon two (2) business days' notice to Azure and the Proposal Trustee, exercise any and all other rights and remedies against Azure or the Property under or pursuant to the DIP Credit Documents and the DIP Charge, including, without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against Azure and for the appointment of a trustee in bankruptcy of any of Azure; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of Azure or the Property.

17. THIS COURT ORDERS that this Order is subject to provisional execution and that if any of the provisions of this Order in connection with the DIP Loan Agreement, the DIP Credit Documents, or the DIP Charge shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "**Variation**"), such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Lender, whether under this Order (as made prior to the Variation), the DIP Loan Agreement, the DIP Credit Documents or the DIP Charge with respect to any advances made or obligations incurred prior to the DIP

Lender receiving notice of the Variation, and the DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Charge) for all advances so made and other obligations set out in the DIP Loan Agreement or the DIP Credit Documents.

18. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any proposal filed by Azure under the BIA, with respect to any advances made under the DIP Credit Documents.

ADMINISTRATION CHARGE

19. THIS COURT ORDERS that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to Azure (collectively, the “**Administrative Professionals**”) shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the NOI Filing Date, by Azure as part of the costs of these proceedings. Azure is hereby authorized and directed to pay the accounts of the Administrative Professionals on a weekly basis, or as they may otherwise agree, and is hereby authorized to pay or to have paid retainers to the Administrative Professionals as security for the payment of their respective fees and disbursements outstanding from time to time.

20. THIS COURT ORDERS that the Administrative Professionals shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which Administration Charge shall not exceed an aggregate amount of \$100,000, as security for payment of their respective professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order, in respect of this proceeding. The Administration Charge shall have the priority set out in paragraph 23 hereof.

APPROVAL OF KERP & KERP CHARGE

21. THIS COURT ORDERS that the Key Employee Retention Plan (the “**KERP**”) is hereby approved, and Azure is hereby authorized to perform their obligations set forth thereunder, including by making the payments in accordance with the terms set out therein.

22. THIS COURT ORDERS that the employees designated in the KERP shall be entitled to the benefit of and are hereby granted a charge (the “**KERP Charge**”) on the Property, which KERP

Charge shall not exceed an aggregate amount of \$70,000, as security for the payment of Azure's obligations in relation to the KERP. The KERP Charge shall have the priority set out in paragraph 23 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

23. THIS COURT ORDERS that the priorities of the Administration Charge, the KERP Charge, and the DIP Charge (collectively, the "**Charges**"), as among them, with respect to the Property shall be as follows:

First – the Administration Charge (to the maximum amount of \$100,000);

Second – the KERP Charge (to the maximum amount of \$70,000); and

Third – the DIP Charge (to the maximum amount of \$230,000 plus interest, fees and expenses)

24. THIS COURT ORDERS that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

25. THIS COURT ORDERS that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts (including any statutory, deemed or constructive trust), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, including but not limited to interests and claims evidenced by registration pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**") or any other personal, movable or real property registration system.

26. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, Azure shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless Azure also obtains the prior written consent of the Proposal Trustee and the beneficiaries of the Charges (collectively, the "**Chargees**"), or further Order of this Court.

27. THIS COURT ORDERS that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order subsequently made; (c) the filing of any, or the deemed occurrence of any, assignments for the general benefit of creditors made pursuant to the BIA; (d) the filing of any applications under the *Companies' Creditors Arrangement Act* (Canada); (e) the provisions of any federal or provincial statutes; or (f) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease or other agreement (collectively, an "**Agreement**") which binds Azure, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Credit Documents shall create or be deemed to constitute a breach by Azure of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from Azure entering into the DIP Loan Agreement, the creation of the Charges, or the execution, delivery or performance of the DIP Credit Documents; and
- (c) the payments made by Azure pursuant to this Order, the DIP Credit Documents and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SALE AND INVESTMENT SOLICITATION PROCESS

28. THIS COURT ORDERS that the SISP procedures attached as **Schedule "A"** to this Order (the "**SISP Procedures**") be and are hereby approved.

29. THIS COURT ORDERS that Azure and the Proposal Trustee are hereby authorized, empowered and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with the SISP Procedures and the terms of this Order.

30. THIS COURT ORDERS that Azure, the Proposal Trustee, the DIP Lender and their respective affiliates, officers, directors, partners, employees, advisors, counsel and agents (each a “**protected party**”) shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind, to any person in connection with or as a result of participating and performing their duties under the SISP, except to the extent such losses, claims, damages, or liabilities result from the gross negligence or wilful misconduct of the applicable protected party.

31. THIS COURT ORDERS that Azure and the Proposal Trustee may apply to this Court for directions with respect to the SISP at any time during the term thereof.

32. THIS COURT ORDERS that pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), Azure and the Proposal Trustee are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP in these proceedings.

33. THIS COURT ORDERS that pursuant to paragraph 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, Azure, the Proposal Trustee and their respective advisors are hereby authorized and permitted to disclose to prospective bidders or offerors that are party to a non-disclosure agreement (each, a “**SISP Participant**”), the DIP Lender, and their respective advisors, personal information of identifiable individuals (“**Personal Information**”) and records pertaining to Azure’s past and current employees and information on specific customers, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the SISP. Each SISP Participant to whom any Personal Information is disclosed and the DIP Lender shall maintain and protect the privacy of such Personal Information with security safeguards appropriate to the sensitivity of the Personal Information and as may otherwise be required by applicable federal or provincial legislation. Each SISP Participant to whom any

Personal Information is disclosed and the DIP Lender shall limit the use of such Personal Information to its participation in the SISP.

34. THIS COURT ORDERS that nothing contained in this Order approves the sale or the vesting of any Property of Azure pursuant to a Successful Bid (as defined in the SISP Procedures) and that this Order is without prejudice to any interested person's ability to oppose the approval of a Successful Bid.

SERVICE OF DOCUMENTS

35. THIS COURT ORDERS that the Guide Concerning Commercial List E-Service (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/regional-practice_directions/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**"), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: https://dodick.ca/public_documents/azure-publishing-inc/

36. THIS COURT ORDERS that Azure, the Proposal Trustee and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding copies thereof by electronic message to Azure's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

37. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide is not practicable, Azure and the Proposal Trustee and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid

ordinary mail, courier, personal delivery, email or facsimile transmission to Azure's creditors or other interested parties at their respective addresses (including email addresses) as last shown on the records of Azure and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of transmission thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time; (b) the next business day following the date of forwarding or transmission thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

GENERAL

38. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

39. THIS COURT ORDERS that Azure, the Proposal Trustee, and the DIP Lender may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

40. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, agency or regulatory or administrative bodies, having jurisdiction in Canada, the United States of America or any other jurisdiction, to give effect to this Order and to assist Azure, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, agencies and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Azure and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist Azure and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

41. THIS COURT ORDERS that each of Azure and the Proposal Trustee be at liberty and are 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 Proposal Trustee 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.

42. THIS COURT ORDERS that any interested party, including Azure, the Proposal Trustee and the DIP Lender, may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to Azure, the Proposal Trustee and the DIP Lender, or upon such other notice, if any, as this Court may order.

43. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order without the need for entry or filing.

SCHEDULE “A”

Sale and Investment Solicitation Process for Azure Publishing Inc.

October 10, 2025

1. On September 10, 2025, Azure Publishing Inc. (the “**Company**”) filed a Notice of Intention to make a proposal (the “**NOI**”) under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”). Dodick Landau Inc. was appointed as proposal trustee of the Company (the “**Proposal Trustee**”).
2. On October 10, 2025, the Company is seeking a Court order (the “**SISP Approval Order**”) that, among other things, authorizes the Company to implement a sale, refinancing and investment solicitation process (“**SISP**”) in accordance with the terms hereof. Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the SISP Approval Order.
3. This SISP sets out the manner in which: (a) binding bids for a sale or other strategic investment or transaction (a “**Transaction**”) involving the business, assets and/or equity of the Company (the “**Opportunity**”), will be solicited from interested parties; (b) any such bids received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of a Successful Bid will be sought.
4. The SISP shall be conducted by the Proposal Trustee in consultation with the Company.
5. The Proposal Trustee, will:
 - (a) disseminate marketing materials and a copy of the SISP to potentially interested parties identified by the Company and the Proposal Trustee, or any other interested party who contacts the Company or the Proposal Trustee;
 - (b) solicit interest from interested parties with a view to such parties entering into non-disclosure agreements (each an “**NDA**”). Parties shall only obtain access to the virtual data room (the “**VDR**”) and be permitted to participate in the SISP if they execute an NDA, in form and substance satisfactory to the Proposal Trustee; provided that those parties that have already executed an NDA with the Company shall not be required to execute a further NDA provided that such prior NDA has not expired or will not expire during the SISP;
 - (c) provide interested parties who have executed an NDA with access to the VDR containing diligence information in respect of the Opportunity; and
 - (d) request that parties submit a binding offer that meets at least the requirements set forth in Section 7 below, as determined by the Proposal Trustee (each a “**Qualified Bid**”), by the Qualified Bid Deadline (as defined below).

6. The SISP shall be conducted subject to the terms hereof and the following key milestones, each of which can be extended by up to seven (7) days by the Proposal Trustee, in consultation with the Company, or for a longer period by Court order:
 - (a) the Court issues the SISP Approval Order approving the SISP by no later than October 10, 2025;
 - (b) the Proposal Trustee, with the assistance of the Company, commences the solicitation process by no later than October 17, 2025, it being understood that the Company, in consultation with the Proposal Trustee, shall be at liberty to provide marketing materials and commence discussions with interested parties prior to such date as they consider appropriate;
 - (c) deadline to submit a Qualified Bid – by no later than 3:00 p.m. (Toronto time) on [November 17, 2025](#) (the “**Qualified Bid Deadline**”);
 - (d) deadline to select a Qualified Bid as the Successful Bid (as defined below)– by no later than 5:00 p.m. (Toronto time) on November 19, 2025;
 - (e) Approval Order (as defined below) hearing – by no later than [November 24, 2025](#), subject to Court availability; and
 - (f) closing of the Successful Bid – as soon thereafter as possible and, in any event, by no later the date that is eleven (11) days after the issuance of the Approval Order (as defined below) (the “**Outside Date**”).

7. In order to constitute a Qualified Bid, a bid must comply with the following:
 - (a) it includes an executed binding Transaction document(s), including all exhibits and schedules contemplated thereby, describing the terms and conditions of the proposed Transaction, including any liabilities proposed to be assumed, the purchase price (the “**Purchase Price**”), and the structure and financing of the proposed Transaction;
 - (b) it contains the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equity holder(s);
 - (c) it includes or is accompanied by evidence satisfactory to the Company and Proposal Trustee of the financial ability of the bidder to consummate the Transaction;
 - (d) it includes full details of the bidder’s intended treatment of the Company’s stakeholders under or in connection with the proposed bid, including the Company’s secured creditors, unsecured creditors, landlords, employees, customers, suppliers, contractual counterparties and equity holders, as appropriate based on the form of offer received;

- (e) it is binding and irrevocable until: (i) the approval of the successful bid by the Court, and (ii) the closing of the Transaction contemplated by the successful bid;
 - (f) it is not conditional upon any condition or contingency relating to due diligence, financing or any other material conditions precedent to the bidder's obligation to complete the transaction;
 - (g) it includes an acknowledgment and representation that the bidder: (i) has had an opportunity to conduct any and all required due diligence prior to making its bid, and has relied solely upon its own independent review, investigation and inspection in making its bid; (ii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including the Company, the Proposal Trustee, and their respective employees, officers, directors, agents, advisors (including legal counsel) and other representatives, regarding the proposed Transaction, this SISP, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the proposed Transaction documents; (iii) is making its bid on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Company, the Proposal Trustee, or any of their respective employees, officers, directors, agents, advisors and other representatives, except to the extent set forth in the proposed Transaction documents; (iv) is bound by this SISP and the SISP Approval Order; and (v) is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with the SISP or its bid;
 - (h) it is accompanied by a cash deposit (the "**Deposit**") by wire transfer of immediately available funds in an amount equal to at least 10% of the Purchase Price, which Deposit shall be retained by the Proposal Trustee in a non-interest-bearing trust account in accordance with the terms hereof;
 - (i) it includes a statement that the bidder will bear its own costs and expenses (including all legal and advisor fees) in connection with the proposed Transaction;
 - (j) it contemplates closing of the Transaction by not later than the Outside Date;
 - (k) it includes such other information as may be reasonably requested by the Company or Proposal Trustee; and
 - (l) it is received by the Proposal Trustee by the Qualified Bid Deadline at the email addresses specified on Schedule "A" hereto.
8. The Proposal Trustee may waive compliance with any one or more of the requirements specified in Section 7 above and deem a non-compliant bid to be a Qualified Bid.
9. For greater certainty, a Qualifying Bid to acquire the assets of the Company may be an offer to acquire all or part of the assets of the Company. Following selection of the successful bid, if any, the Proposal Trustee, with the assistance of its advisors, and in

consultation with the Company, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the successful bid. Once the necessary definitive agreement(s) with respect to a successful bid have been finalized, as determined by the Company in consultation with the Proposal Trustee, the Company shall apply to the Court, on notice to the service list, for an order or orders approving such successful bid and/or the mechanics to authorize the Company to complete the Transactions contemplated thereby, as applicable, and authorizing the Company to: (a) enter into any and all necessary agreements and related documentation with respect to the successful bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the Transaction contemplated in such successful bid (each, an “**Approval Order**”).

10. If a successful bid is selected and an Approval Order authorizing the consummation of the Transaction contemplated thereunder is granted by the Court, any Deposit paid in connection with such successful bid will be non-refundable and shall, upon closing of the Transaction contemplated by such successful bid, be applied to the cash consideration to be paid in connection with such successful bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such successful bid. Any Deposit delivered with a Qualified Bid that is not selected as a successful bid will be returned to the applicable bidder, without interest, by the Proposal Trustee as soon as reasonably practicable (but not later than ten (10) business days) after the date upon which the successful bid is approved pursuant to an Approval Order or such earlier date as may be determined by the Proposal Trustee. In the event that a Deposit is forfeited for any reason it shall be forfeited as liquidated damages and not as a penalty.
11. Any amendments to this SISP may only be made by the Proposal Trustee, with the written consent of the Company, or by further order of the Court. The Proposal Trustee, with the written consent of the Company, may terminate the SISP entirely at any time prior to October 17, 2025 (or such later date upon application to the Court).
12. Unless otherwise set out herein, participants and prospective participants in this SISP shall not be permitted to receive any information that is not generally available to all participants relating to the details of any confidential discussions or correspondence between the Proposal Trustee and qualified bidders in connection with this SISP.
13. The Proposal Trustee may, with the consent of the applicable participants, disclose such information to other bidders for the purpose of seeking to combine separate bids.
14. At any time during this SISP, the Company or the Proposal Trustee may apply to the Court for advice and directions regarding the implementation and completion of this SISP.

SCHEDULE "A": E-MAIL ADDRESSES FOR DELIVERY OF BIDS

To Proposal Trustee and its legal counsel:

rahn.dodick@dodick.ca

and with a copy to the Company's legal counsel:

mcitak@grllp.com

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF AZURE PUBLISHING INC. IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

ORDER

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Lawyers for Azure Publishing Inc.

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF AZURE PUBLISHING INC. FILED
IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

ONTARIO
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MOTION RECORD OF AZURE PUBLISHING INC.

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