

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

B E T W E E N :

ROYAL BANK OF CANADA

Plaintiff

- and -

**SLE-CO PLASTICS INC.
SLE-CO PROPERTIES INC., and 1142024 ONTARIO INC.**

Defendants

**MOTION RECORD
(Returnable July 16, 2021)**

June 25, 2021

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Barristers and Solicitors
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Lawyers for the Receiver

INDEX

Court File No. 35-2220172T

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

B E T W E E N :

ROYAL BANK OF CANADA

Plaintiff

- and -

**SLE-CO PLASTICS INC.
SLE-CO PROPERTIES INC., and 1142024 ONTARIO INC.**

Defendants

TABLE OF CONTENTS

	<u>TAB NO.</u>
Notice of Motion	1
Draft Distribution and Discharge Order	2
Draft Distribution and Discharge Order blacklined to Model Discharge Order	3
Third Report of the Receiver dated June 25, 2021	4
<u>Appendices</u>	
Appointment Order dated January 17, 2020	A
Infinity Approval and Vesting Order dated June 15, 2020	B
Real Property Approval and Vesting Order dated November 13, 2020	C
Ancillary Orders dated June 15, 2020 and November 13, 2020 and corresponding endorsement	D
Statement of Receipts and Disbursements for the period January 17, 2020 through May 31, 2021 (CAD and USD accounts)	E

Fee Affidavit of Stephen Cherniak for the interim and final accounts of BDO Canada Limited as Receiver sworn June 23, 2021	F
Fee Affidavit of Damian Lu for the interim and final accounts of Aird & Berlis LLP sworn June 24, 2021	G
Canada Revenue Agency Proof of Claim dated June 11, 2020 re Plastics Inc.	H
Canada Revenue Agency HST Assessment re Properties Inc.	I
Notice of motion and draft Order re the JOCL Motion	J
Service List	5

TAB 1

Court File No. 35-2220172T

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

B E T W E E N :

ROYAL BANK OF CANADA

Plaintiff

- and -

**SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
1142024 ONTARIO INC.**

Defendants

**NOTICE OF MOTION
(returnable July 16, 2021)**

BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of Sle-Co Plastics Inc. (“**Plastics Inc.**”), Sle-Co Properties Inc. (“**Properties Inc.**”) and 1142024 Ontario Inc. (“**114 Inc.**” and, together with Plastics and Properties, the “**Debtors**”), including, without limitation, the real property known municipally as 400 South Edgeware Road in St. Thomas, Ontario (the “**Real Property**”), save and except for the Excluded Assets (as defined in the Receivership Order, as defined below) (collectively, the “**Property**”), will make a motion to a Judge of the Court on Friday, July 16, 2021 at 10:00 a.m., or as soon after that time as the motion can be heard, via teleconference coordinates to be provided to the service list.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR an Order, including, amongst other things:

- (a) if necessary, abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with same;

- (b) approving the Third Report of the Receiver dated June 25, 2021 (the “**Third Report**”) and the actions of the Receiver described therein, including, without limitation, the statement of receipts and disbursements appended thereto;
- (c) approving the assignment to Royal Bank of Canada (“**RBC**”) of certain claims of the Receiver;
- (d) dismissing an improperly-brought claim by Jay Okkerse Contracting Ltd. (“**JOCL**”) against the Receiver and any future iterations of same;
- (e) approving the fees and disbursements of the Receiver and its counsel, including, without limitation, the Fee Accrual (as defined in the Third Report);
- (f) after payment of the fees and disbursements of the Receiver and its counsel, including the Fee Accrual, authorizing and directing the Receiver to distribute the remaining funds in this receivership proceeding as specified in the Third Report;
- (g) effective upon the filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership of the Property have been completed to the satisfaction of the Receiver, discharging BDO as the Receiver and releasing BDO from any and all liability that BDO has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Receiver; and
- (h) such further and other relief as counsel may advise and this Court may permit.

THE GROUNDS FOR THE MOTION ARE:

- (a) Plastics Inc. filed a notice of intention to make a proposal (the “**NOI**”) pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), and BDO acted as the proposal trustee thereunder;
- (b) pursuant to an Order of the Court made on November 29, 2019, the deadline for Plastics Inc. to file a proposal under the BIA was extended to January 18, 2020;

- (c) one of the Debtors' secured creditors, RBC, brought a motion returnable January 17, 2020, which sought to have BDO appointed as the Receiver;
- (d) RBC's motion was supported by the affidavit of Greg Smith from RBC;
- (e) pursuant to an Order of The Honourable Mr. Justice McArthur of the Court made January 17, 2020 (the "**Receivership Order**"), BDO was appointed as the Receiver;
- (f) Plastics Inc. did not file a proposal within the requisite time and was automatically deemed bankrupt;
- (g) pursuant to the Receivership Order, the Receiver was authorized to, amongst other things:
 - (i) market any or all of the Property, including advertising and soliciting offers in respect of the Property and negotiating such terms and conditions of sale as the Receiver, in its discretion, deems appropriate; and
 - (ii) sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, including, without limitation, with the approval of this Court in respect of any transaction of the Property exceeding a certain monetary threshold;
- (h) amongst other approvals, the Court has previously approved the sale of the Property by the Receiver, which underlying transactions have closed, and certain distributions to stakeholders, subject to certain holdbacks being retained by the Receiver to address certain residual unresolved claims;
- (i) the Receiver has filed with the Court the Third Report, which, amongst other things, describes: (i) the steps taken by the Receiver to address these residual unresolved claims; and (ii) proposes a corresponding residual distribution scheme;

- (j) the purported claim by JOCL against the Receiver is stayed by the Receivership Order, and, as set out in the Third Report, is also improper in light of the aforementioned proposed distribution scheme;
- (k) the substantive administration of the receivership will come to an end once the proposed monetary distributions are made by the Receiver, with a significant shortfall to be experienced by RBC in respect of the secured debt owing to it;
- (l) the value of the claims proposed to be assigned by the Receiver to RBC is less than the shortfall to be experienced by RBC in respect of the secured debt owing to it;
- (m) the Receiver and its counsel, Aird & Berlis LLP, have accrued fees and expenses in their capacity as Receiver and counsel thereto, respectively, which fees and expenses require the approval of this Court pursuant to the Receivership Order;
- (n) the Receivership Order authorizes the Receiver to pass its accounts from time to time, and to include any necessary solicitor fees and disbursements in the passing of the accounts;
- (o) the other grounds set out in the Third Report;
- (p) section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (q) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (r) rules 1.04, 2.03, 3.02, 30, 37 and 41 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (s) such further and other grounds as counsel may advise and this Court may permit.

2. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:
- (a) the Third Report, inclusive of the fee affidavits filed on behalf of the Receiver and its counsel; and
 - (b) such further and other material as counsel may submit and this Court may permit.

Date: June 25, 2021

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Barristers and Solicitors
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Lawyers for the Receiver

TO: ATTACHED SERVICE LIST

ROYAL BANK OF CANADA

**SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC. and
1142024 ONTARIO INC.**

-and-

Plaintiff

Defendants

Court File No. 35-2220172T

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

Proceedings commenced at London

**NOTICE OF MOTION
(returnable July 16, 2021)**

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Lawyers for the Receiver

TAB 2

Court File No. 35-2220175T

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

THE HONOURABLE)	FRIDAY, THE 16 TH
)	
JUSTICE)	DAY OF JULY, 2021

B E T W E E N :

ROYAL BANK OF CANADA

Plaintiff

- and -

**SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
1142024 ONTARIO INC.**

Defendants

DISTRIBUTION AND DISCHARGE ORDER

THIS MOTION, made by BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of certain of the assets, undertakings and properties of Sle-Co Plastics Inc. (“**Plastics Inc.**”), Sle-Co Properties Inc. (“**Properties Inc.**”) and 1142024 Ontario Inc. (“**114 Inc.**” and, together with Plastics Inc. and Properties Inc., the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors (collectively, the “**Property**”), for an order, *inter alia*: (i) approving the Third Report of the Receiver dated June 25, 2021 (the “**Third Report**”) and the activities of the Receiver set out therein; (ii) approving the fees and disbursements of the Receiver and its counsel, Aird & Berlis LLP, that are set out in the fee affidavits appended to the Third Report; (iii) approving the Fee Accrual (as defined in the Third Report); (iv) authorizing and directing the Receiver to distribute the funds held by the Receiver; (v) assigning certain claims held by the Receiver; (vi) dismissing

a purported claim against the Receiver; (vii) discharging BDO as the Receiver effective upon the filing of a certificate by the Receiver certifying that all matters to be attended to in connection with the receivership of the Property have been completed to the satisfaction of the Receiver, in substantially the form attached hereto as Schedule “A” (the “**Discharge Certificate**”); and (viii) releasing BDO from any and all liability, as set out in paragraph 9 of this Order, was heard this day via teleconference due to the Covid-19 crisis.

ON READING the Third Report, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list although duly served as appears from the affidavit of service of Eunice Baltkois sworn June 25, 2021,

1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Third Report, and the activities of the Receiver set out therein (including, without limitation, the Receiver’s statement of receipts and proposed disbursements), be and are hereby approved.
3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, Aird & Berlis LLP, as set out in the fee affidavits appended to the Third Report, be and are hereby approved.
4. **THIS COURT ORDERS** that the Fee Accrual be and is hereby approved.
5. **THIS COURT ORDERS** that, after paying the approved fees and disbursements of the Receiver and its counsel (including, without limitation, the Fee Accrual) set out in paragraphs 3 and 4 of this Order, the Receiver be and is hereby authorized and directed, without further Order of this Court, to distribute the remaining balance of funds held by the Receiver as follows:
 - (a) the sum of \$560,884.80 to Canada Revenue Agency (“**CRA**”), on account of and in full satisfaction of CRA’s Property Proof of Claim against Plastics Inc. dated June 11, 2020;

- (b) the further sum of \$31,319.18 to CRA in full satisfaction of HST deemed trust amounts owing by Properties Inc. to CRA;
- (c) the sum of \$29,319.00 to North Shore Farming Company Limited, on account of and in full satisfaction of the secured indebtedness owing to it by the Debtors;
- (d) the sum of \$191,150.00 to Harrison Pensa LLP (“**HP**”) in trust, to be subsequently distributed by HP to Jay Okkerse Contracting Ltd. (“**JOCL**”) and/or Royal Bank of Canada (“**RBC**”) in such amounts as either: (i) agreed between JOCL and RBC; or (ii) adjudicated by the Court in a motion between JOCL and RBC that does not involve the Receiver or the Receiver’s counsel (and, for greater certainty, that does not seek to impose any liability on the Receiver or the Receiver’s counsel); and
- (e) the remaining balance of funds in the Receiver’s control, if any, to RBC, on account of and in partial satisfaction of the secured indebtedness owing to it by the Debtors.

6. **THIS COURT ORDERS** that any and all claims by or on behalf of JOCL against the Receiver in respect of any construction lien-related matters (including, without limitation, the relief purportedly sought by JOCL against the Receiver in JOCL’s motion returnable on July 26, 2021) be and are hereby permanently dismissed.

7. **THIS COURT ORDERS** that the 114 Receiver’s Claim (as defined in the Third Report) be and is hereby assigned to RBC.

8. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 5 hereof and upon the Receiver filing the Discharge Certificate, the Receiver shall be discharged as Receiver of the Property, provided however that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO, in its capacity as the Receiver.

9. **THIS COURT ORDERS AND DECLARES** that, upon the Receiver filing the Discharge Certificate, BDO is hereby released and discharged from any and all liability that BDO now has

or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as the Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, BDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that, notwithstanding Rule 59.05 of the *Rules of Civil Procedure* (Ontario) (the "**Rules**"), this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04 of the Rules, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing when the Court returns to regular operations.

SCHEDULE “A”

Court File No. 35-2220175T

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

B E T W E E N :

ROYAL BANK OF CANADA

Plaintiff

- and -

**SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
1142024 ONTARIO INC.**

Defendants

RECEIVER’S DISCHARGE CERTIFICATE**RECITALS**

(A) Pursuant to an Order of The Honourable Mr. Justice McArthur of the Ontario Superior Court of Justice [In Bankruptcy and Insolvency] (the “**Court**”) made January 17, 2020, BDO Canada Limited (“**BDO**”) was appointed as receiver (in such capacity, the “**Receiver**”), without security, of certain of the assets, undertakings and properties of Sle-Co Plastics Inc. (“**Plastics Inc.**”), Sle-Co Properties Inc. (“**Properties Inc.**”) and 1142024 Ontario Inc. (“**114 Inc.**” and, together with Plastics Inc. and Properties Inc., the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors (collectively, the “**Property**”).

(B) Pursuant to an Order of the Court made July 16, 2021 (the “**Distribution and Discharge Order**”), BDO was discharged as the Receiver of the Property to be effective upon the filing by

the Receiver with the Court of a certificate confirming that all matters to be attended to in connection with the receivership of the Property have been completed to the satisfaction of the Receiver, provided, however, that notwithstanding its discharge: (a) the Receiver will remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership; and (b) the Receiver will continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO, in its capacity as the Receiver.

(C) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Distribution and Discharge Order.

THE RECEIVER CERTIFIES the following:

1. all matters to be attended to in connection with the receivership of the Property have been completed to the satisfaction of the Receiver; and
2. this Discharge Certificate was filed by the Receiver with the Court on the _____ day of _____, 2021.

BDO CANADA LIMITED, solely in its capacity as the Court-appointed Receiver, and not in its personal capacity or in any other capacity

Per: _____

Name:

Title:

ROYAL BANK OF CANADA

Plaintiff

-and-

**SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC.,
and 1142024 ONTARIO INC.**
Defendants

Court File No. 35-2220175T

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

Proceedings commenced at London

DISTRIBUTION AND DISCHARGE ORDER

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Lawyers for the Receiver

TAB 3

Court File No. 35-2220175T

ONTARIO
SUPERIOR COURT OF JUSTICE
~~COMMERCIAL LIST~~ [IN BANKRUPTCY AND INSOLVENCY]

THE HONOURABLE _____) ~~WEEKDAY~~FRIDAY, THE # 16TH
JUSTICE _____)
DAY OF ~~MONTH, 20YR~~JULY, 2021

B E T W E E N :

PLAINTIFF

ROYAL BANK OF CANADA

Plaintiff

- and -

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
1142024 ONTARIO INC.

DEFENDANT

~~Defendant~~

Defendants

DISTRIBUTION AND DISCHARGE ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~BDO Canada Limited ("BDO"), in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**"), without security, of certain of the ~~undertaking, property and~~ assets ~~of [DEBTOR] (the "Debtor",~~ undertakings and properties of Sle-Co Plastics Inc. ("**Plastics Inc.**"), Sle-Co Properties Inc. ("**Properties Inc.**") and 1142024 Ontario Inc. ("**114 Inc.**" and, together with Plastics Inc. and Properties Inc., the "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors (collectively,

the "Property"), for an order, *inter alia*: ~~1-~~(i) approving the ~~activities of the Receiver as set out in the report~~ Third Report of the Receiver dated ~~[DATE]~~ June 25, 2021 (the "Third Report") and ~~the activities of the Receiver set out therein~~; ~~2-~~(ii) approving the fees and disbursements of the Receiver and its counsel, Aird & Berlis LLP, that are set out in the fee affidavits appended to the Third Report;

~~3-~~(iii) approving the ~~distribution of the remaining proceeds available in the estate of the Debtor~~; ~~[and]~~

~~4. —~~discharging ~~[RECEIVER'S NAME]~~ as Receiver of the undertaking, property and assets of the Debtor; ~~[and]~~

~~5. —~~ Fee Accrual (as defined in the Third Report); (iv) authorizing and directing the Receiver to distribute the funds held by the Receiver; (v) assigning certain claims held by the Receiver; (vi) dismissing a purported claim against the Receiver; (vii) discharging BDO as the Receiver effective upon the filing of a certificate by the Receiver certifying that all matters to be attended to in connection with the receivership of the Property have been completed to the satisfaction of the Receiver, in substantially the form attached hereto as Schedule "A" (the "Discharge Certificate"); and (viii) releasing ~~[RECEIVER'S NAME]~~ BDO from any and all liability, as set out in paragraph 59 of this Order[†], was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ via teleconference due to the Covid-19 crisis.

ON READING the Third Report, ~~the affidavits of the Receiver and its counsel as to fees (the "Fee Affidavits")~~, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one ~~else~~ appearing for any other person on the service list although duly served as ~~evidenced by~~ appears from the ~~Affidavit~~ affidavit of ~~[NAME]~~ service of Eunice Baltkois sworn ~~[DATE]~~ June 25, filed²; 2021,

1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the Third Report, and the activities of the Receiver, ~~as~~ set out ~~in the Report,~~ therein (including, without limitation, the Receiver's statement of receipts and proposed disbursements), be and are hereby approved.

3. ~~2.~~ **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, Aird & Berlis LLP, as set out in the fee affidavits appended to the Third Report, be and are hereby approved.

4. **THIS COURT ORDERS** that the Fee ~~Affidavits, are~~ Accrual be and is hereby approved.

5. ~~3.~~ **THIS COURT ORDERS** that, after payment of paying the approved fees and disbursements herein approved, of the Receiver shall pay the monies and its counsel (including, without limitation, the Fee Accrual) set out in paragraphs 3 and 4 of this Order, the Receiver be and is hereby authorized and directed, without further Order of this Court, to distribute the remaining in its hands to [NAME OF PARTY]³. balance of funds held by the Receiver as follows:

- (a) the sum of \$560,884.80 to Canada Revenue Agency ("CRA"), on account of and in full satisfaction of CRA's Property Proof of Claim against Plastics Inc. dated June 11, 2020;
- (b) the further sum of \$31,319.18 to CRA in full satisfaction of HST deemed trust amounts owing by Properties Inc. to CRA;
- (c) the sum of \$29,319.00 to North Shore Farming Company Limited, on account of and in full satisfaction of the secured indebtedness owing to it by the Debtors;
- (d) the sum of \$191,150.00 to Harrison Pensa LLP ("HP") in trust, to be subsequently distributed by HP to Jay Okkerse Contracting Ltd. ("JOCL") and/or Royal Bank of Canada ("RBC") in such amounts as either: (i) agreed between JOCL and RBC; or (ii) adjudicated by the Court in a motion between JOCL and RBC that does not involve the Receiver or the Receiver's counsel (and, for greater certainty, that does not seek to impose any liability on the Receiver or the Receiver's counsel); and

(e) the remaining balance of funds in the Receiver's control, if any, to RBC, on account of and in partial satisfaction of the secured indebtedness owing to it by the Debtors.

6. THIS COURT ORDERS that any and all claims by or on behalf of JOCL against the Receiver in respect of any construction lien-related matters (including, without limitation, the relief purportedly sought by JOCL against the Receiver in JOCL's motion returnable on July 26, 2021) be and are hereby permanently dismissed.

7. THIS COURT ORDERS that the 114 Receiver's Claim (as defined in the Third Report) be and is hereby assigned to RBC.

8. 4. THIS COURT ORDERS that upon payment of the amounts set out in paragraph 35 hereof [and upon the Receiver filing a certificate certifying that it has completed the other activities described in the Report]the Discharge Certificate, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the DebtorProperty, provided however that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of [RECEIVER'S NAME]BDO, in its capacity as the Receiver.

9. 5. THIS COURT ORDERS AND DECLARES that [RECEIVER'S NAME], upon the Receiver filing the Discharge Certificate, BDO is hereby released and discharged from any and all liability that [RECEIVER'S NAME]BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of [RECEIVER'S NAME]BDO while acting in its capacity as the Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, [RECEIVER'S NAME]BDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.]⁴

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10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

11. THIS COURT ORDERS that, notwithstanding Rule 59.05 of the *Rules of Civil Procedure* (Ontario) (the “**Rules**”), this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04 of the Rules, no formal order need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original signing, entry and filing when the Court returns to regular operations.

SCHEDULE “A”

Court File No. 35-2220175T

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
1142024 ONTARIO INC.

Defendants

RECEIVER’S DISCHARGE CERTIFICATE

RECITALS

(A) Pursuant to an Order of The Honourable Mr. Justice McArthur of the Ontario Superior Court of Justice [In Bankruptcy and Insolvency] (the “Court”) made January 17, 2020, BDO Canada Limited (“BDO”) was appointed as receiver (in such capacity, the “Receiver”), without security, of certain of the assets, undertakings and properties of Sle-Co Plastics Inc. (“Plastics Inc.”), Sle-Co Properties Inc. (“Properties Inc.”) and 1142024 Ontario Inc. (“114 Inc.” and, together with Plastics Inc. and Properties Inc., the “Debtors”), acquired for, or used in relation to a business carried on by the Debtors (collectively, the “Property”).

(B) Pursuant to an Order of the Court made July 16, 2021 (the “Distribution and Discharge Order”), BDO was discharged as the Receiver of the Property to be effective upon the filing by

the Receiver with the Court of a certificate confirming that all matters to be attended to in connection with the receivership of the Property have been completed to the satisfaction of the Receiver, provided, however, that notwithstanding its discharge: (a) the Receiver will remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership; and (b) the Receiver will continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO, in its capacity as the Receiver.

(C) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Distribution and Discharge Order.

THE RECEIVER CERTIFIES the following:

1. all matters to be attended to in connection with the receivership of the Property have been completed to the satisfaction of the Receiver; and

2. this Discharge Certificate was filed by the Receiver with the Court on the _____ day of _____, 2021.

BDO CANADA LIMITED, solely in its capacity as the Court-appointed Receiver, and not in its personal capacity or in any other capacity

Per:

Name:

Title:

ROYAL BANK OF CANADA

-and-

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC.,
and 1142024 ONTARIO INC.
Defendants

Plaintiff

Court File No. 35-2220175T

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceedings commenced at London

DISTRIBUTION AND DISCHARGE ORDER

AIRD & BERLIS LLP
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Input:	
Document 1 ID	iManage://wsc.airdberlis.com/cm/45046834/1
Description	#45046834v1 <wsc.airdberlis.com> - Model Discharge Order
Document 2 ID	iManage://wsc.airdberlis.com/cm/44389838/2
Description	#44389838v2 <wsc.airdberlis.com> - Distribution and Discharge Order (Sle-Co)
Rendering set	Standard

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Statistics:	

	Count
Insertions	140
Deletions	109
Moved from	1
Moved to	1
Style changes	0
Format changes	0
Total changes	251

-
- ¹ If this relief is being sought, stakeholders should be specifically advised, and given ample notice. See also Note 4, below.
 - ² This model order assumes that the time for service does not need to be abridged.
 - ³ This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.
 - ⁴ The model order subcommittee was divided as to whether a general release might be appropriate. On the one hand, the Receiver has presumably reported its activities to the Court, and presumably the reported activities have been approved in prior Orders. Moreover, the Order that appointed the Receiver likely has protections in favour of the Receiver. These factors tend to indicate that a general release of the Receiver is not necessary. On the other hand, the Receiver has acted only in a representative capacity, as the Court's officer, so the Court may find that it is appropriate to insulate the Receiver from all liability, by way of a general release. Some members of the subcommittee felt that, absent a general release, Receivers might hold back funds and/or wish to conduct a claims bar process, which would unnecessarily add time and cost to the receivership. The general release language has been added to this form of model order as an option only, to be considered by the presiding Judge in each specific case. See also Note 1, above.

TAB 4

Court File No. 35-2220172T

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

**SLE-CO PLASTICS INC.
SLE-CO PROPERTIES INC, and 1142024 ONTARIO INC.**

Respondents

**THIRD REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED,
IN ITS CAPACITY AS RECEIVER OF
SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC.
AND 1142024 ONTARIO INC.**

June 25, 2021

Table of Contents

1. Introduction and Background	1
2. Terms of Reference	4
3. Purpose of the Receiver’s Third Report	5
4. Receiver’s Activities	7
5. Potential Reviewable Transactions	11
6. Statement of Receipts and Disbursements of the Receiver	12
7. Fees and Disbursements of the Receiver and Counsel to the Receiver	17
8. Distribution	19
9. Discharge of BDO as Receiver	24
10. Recommendations	25

Appendices

- Appendix A** - Appointment Order dated January 17, 2020
- Appendix B** - Infinity Approval and Vesting Order dated June 15, 2020
- Appendix C** - Real Property Approval and Vesting Order dated November 13, 2020
- Appendix D** - Ancillary Orders dated June 15, 2020 and November 13, 2020 and corresponding endorsement
- Appendix E** - Statement of Receipts and Disbursements for the period January 17, 2020 through May 31, 2021 (CAD and USD accounts)
- Appendix F** - Fee Affidavit of Stephen Cherniak for the interim and final accounts of BDO Canada Limited as Receiver sworn June 23, 2021
- Appendix G** - Fee Affidavit of Damian Lu for the interim and final accounts of Aird & Berlis LLP sworn June 24, 2021
- Appendix H** - Canada Revenue Agency Proof of Claim dated June 11, 2020 re Plastics Inc.
- Appendix I** - Canada Revenue Agency HST Assessment re Properties Inc.
- Appendix J** - Notice of Motion and Draft Order re the JOCL Motion

1. Introduction and Background

1.1 Introduction

1.1.1 This report (this “**Third Report**”) is submitted by BDO Canada Limited (“**BDO**”), in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties of Sle-Co Plastics Inc. (“**Plastics Inc.**” or the “**Company**”), Sle-Co Properties Inc. (“**Properties Inc.**” and, together with Plastics, “**Sle-Co**”) and 1142024 Ontario Inc. (“**114 Inc.**” and, together with Sle-Co, the “**Companies**”), including the real property municipally known as 400 South Edgeware Road, St. Thomas, Ontario (the “**Real Property**”), but excluding certain machinery assets leased from HSBC Bank Canada (“**HSBC**”) (the “**Excluded Assets**”) (collectively, without the Excluded Assets, the “**Property**”).

1.1.2 Upon application by Royal Bank of Canada (“**RBC**”), BDO was appointed as the Receiver by the Order of The Honourable Mr. Justice McArthur of the Ontario Superior Court of Justice (In Bankruptcy and Insolvency) (the “**Court**”) dated January 17, 2020 (the “**Appointment Order**”). A copy of the Appointment Order is attached as **Appendix A** to this Third Report.

1.1.3 The Excluded Assets consist of an Engel Injection Moulding Machine duo 17060/2200 US (the “**Engel 2200**”) and three Fanuc robots and are set out in Schedule B to the Appointment Order.

1.2 Background

1.2.1 Prior to its bankruptcy (described below), Plastics Inc. was a Tier 2 automotive parts supplier serving original equipment manufacturers for both interior and exterior injection moulded plastic parts, and also produced certain injection moulded and assembled consumer products. Plastics Inc. operated from the 145,000 square foot industrial premises that comprised the Real Property.

1.2.2 Mr. Jeffrey Slegers (“**Mr. Slegers**”) is the owner of the shares of 114 Inc. The Receiver understands that 114 Inc. is the holding company that owns the shares of the Company, and that Properties Inc. is the real estate holding company that owns the

Real Property on which Plastics Inc.'s business operated. The Receiver further understands that Mr. Slegers is the sole officer and director of the Companies.

- 1.2.3 Plastics Inc. filed a Notice of Intention to Make a Proposal, pursuant to s. 50.4 (1) of the *Bankruptcy and Insolvency Act* on November 5, 2019 (the "**NOI**"), in respect of which BDO was named as the proposal trustee (in such capacity, the "**Proposal Trustee**"), and the time to file the proposal was extended by Court Order to January 18, 2020. Plastics Inc. did not file a proposal and was deemed to have filed an assignment in bankruptcy following January 18, 2020 and BDO was appointed as the Trustee in Bankruptcy of Plastic Inc.'s Estate (in such capacity, the "**Trustee**").
- 1.2.4 The Trustee received a legal opinion from its counsel, Aird & Berlis LLP ("**A&B**"), confirming, subject to the usual assumptions and qualifications of an opinion of such nature, that valid and perfected security interests in Plastics Inc.'s Property had been granted in favour of RBC, and that such security interests rank in priority to the Trustee's interests therein.
- 1.2.5 Prior to its appointment as the Receiver, BDO, in its then capacity as the proposed Receiver (in such capacity, the "**Proposed Receiver**"), submitted a report to the Court dated January 13, 2020 (the "**Proposed Receiver's Report**"). Two reports to Court have followed since BDO's appointment as the Receiver, being the First Report to Court dated June 1, 2020 (the "**First Report**") and the Second Report to Court dated October 29, 2020 (the "**Second Report**"), in support of motions for, most notably, Orders:
 - (a) approving an agreement of purchase and sale made as of April 21, 2020 (the "**Infinity APS**") between the Receiver, as seller, and Infinity Asset Solutions Inc. ("**Infinity**"), as purchaser, for the purchase by Infinity of Plastics Inc.'s machinery, equipment and remaining inventory (the "**Business Assets**"), authorizing and directing the Receiver to enter into and complete the transaction contemplated by the Infinity APS (the "**Infinity Transaction**") and vesting in Infinity all of Plastics Inc.'s right, title and interest in and to the Business Assets, free of all encumbrances;
 - (b) approving the Receiver's proposed marketing and sale process with respect to the Real Property (the "**Real Property Sale Process**");

- (c) following completion of the Real Property Sale Process, approving an agreement of purchase and sale dated June 29, 2020 and accepted July 27, 2020 between the Receiver, as vendor, and 1803299 Ontario Inc. (the “**Purchaser**”), as purchaser, in respect of the Real Property (the “**Real Property APS**”), authorizing the Receiver to enter into and complete the transaction contemplated therein (the “**Real Property Transaction**”) and vesting in the Purchaser all of Properties Inc.’s right, title and interest in and to the Real Property free and clear of any and all claims and encumbrances, save and except the permitted encumbrances;
 - (d) authorizing the following distributions to be made following the completion of the Real Property Transaction:
 - (A) first, a distribution of \$439,712.11 to Rassaun Services Inc. (“**Rassaun**”) in full satisfaction of Rassaun’s claims against Sle-Co; and
 - (B) second, an interim distribution to RBC in the amount of \$5,000,000; and
 - (e) certain other ancillary relief in connection with the foregoing.
- 1.2.6 By Order dated June 15, 2020 (the “**Infinity Approval and Vesting Order**”), The Honourable Mr. Justice Grace approved the Infinity APS, and vested in Infinity all of Plastics Inc.’s right, title and interest in and to the Business Assets, free of all encumbrances. The Infinity Approval and Vesting Order is attached as **Appendix B** to this Third Report.
- 1.2.7 By Order dated November 13, 2020 (the “**Real Property Approval and Vesting Order**”), The Honourable Madam Justice Tranquilli approved the Real Property Transaction and vested in the Purchaser all of Properties Inc.’s right, title and interest in and to the Real Property free and clear of any and all claims and encumbrances, save and except the permitted encumbrances. The Real Property Approval and Vesting Order is attached as **Appendix C** to this Third Report.
- 1.2.8 The Court also granted ancillary Orders on June 15, 2020 and November 13, 2020 (the “**Ancillary Orders**”), which, collectively, granted the balance of the relief sought by the Receiver. The Ancillary Orders and corresponding endorsement are attached collectively as **Appendix D** to this Third Report.

2. Terms of Reference

- 2.1 In preparing this Third Report, the Receiver has relied upon unaudited and draft internal financial information obtained from the Companies' books and records and discussions with management and staff (the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

3. Purpose of the Receiver's Third Report

- 3.1 This Third Report is filed:
- (a) to provide this Court with information about:
 - (i) the Receiver's activities since the date of the Second Report;
 - (ii) the Receiver's advice and recommendations with respect to certain proposed distributions; and
 - (b) in support of the Receiver's motion for an Order:
 - (i) approving the assignment to RBC of the Receiver's claim against Mr. Slegers in respect of certain pre-receivership disbursements from an account maintained by 114 Inc. with Libro Credit Union ("**Libro**");
 - (ii) approving this Third Report and the activities and conduct of the Receiver described herein;
 - (iii) approving the Receiver's Statement of Receipts and Disbursements for the period January 17, 2020 to May 31, 2021 (the "**Statement of Receipts and Disbursements**");
 - (iv) approving BDO's accounts for professional fees and disbursements as Receiver that are appended hereto (the "**BDO Fees**");
 - (v) approving the fees and disbursements of A&B, counsel to the Receiver, that are appended hereto (the "**A&B Fees**" and, together with the BDO Fees, the "**Professional Fees**");
 - (vi) approving the proposed Fee Accrual (as defined below);
 - (vii) approving and authorizing the distribution of funds remaining, after payment of the Professional Fees and the Fee Accrual, as follows:
 - (A) \$560,884.80 to Canada Revenue Agency ("**CRA**") in full satisfaction of CRA's Property Proof of Claim against Plastics Inc. dated June 11, 2020, after applying certain offsets for assessed Corporation Income tax loss carry back refunds and

refundable Scientific Research and Experimental Development Investment Tax Credits (“**SRED**”);

- (B) a further \$31,319.18 to CRA in full satisfaction of HST amounts owing by Properties Inc. to CRA as of the date of the Appointment Order;
 - (C) \$29,319 to North Shore Farming Company Limited. (“**North Shore**”) in full satisfaction of North Shore’s claims against Sle-Co;
 - (D) \$191,150 (the claim of \$152,915, plus 25% for costs) to Harrison Pensa LLP (“**HP**”) in trust, to be subsequently distributed by HP to Jay Okkerse Contracting Ltd. (“**JOCL**”) and/or RBC as agreed to between JOCL and RBC or by order of the Court on a motion not involving the Receiver; and
 - (E) the balance of the funds residing in the Receiver’s account, and any residual funds that flow into the estate, if any, to RBC, up to the secured amount owed to RBC;
- (viii) permanently dismissing any purported claim by or on behalf of JOCL against the Receiver in respect of any construction lien-related matters; and
 - (ix) upon the filing of a certificate by the Receiver certifying the substantive completion of the within receivership, discharging BDO as Receiver and releasing BDO from any and all liability.

4. Receiver's Activities

Completion of the Two Transactions

- 4.1 Infinity conducted its sale of the Business Assets by online public auction on September 22, 2020 and September 23, 2020 (the "**Infinity Sale**"). The removal from the Real Property of the sold machinery and equipment was completed prior to November 30, 2020.
- 4.2 On November 27, 2020, the Receiver and representatives of the Purchaser and Infinity attended at the Real Property to inspect the premises.
- 4.3 The Real Property Transaction closed on December 1, 2020.
- 4.4 Upon completion of the Real Property Transaction, the Receiver terminated the independent contractor agreements of two former employees of Plastics Inc. who had assisted the Receiver in various capacities since the appointment of the Receiver.

Property and Liability Insurance

- 4.5 As set out in the Second Report, the Companies' insurance policies expired on July 31, 2020, and the Receiver arranged for new insurance policies to July 31, 2021, with the expectation that the Receiver would receive a partial refund of premiums upon closing of the Real Property Transaction and the corresponding cancellation of the policies by the Receiver. Indeed, following the completion of the Real Property Transaction, the Receiver cancelled the policies and a refund of premiums in the amount of \$87,481 was received.

Manulife Life Insurance Policy

- 4.6 As also set out in the Second Report, Plastics Inc. was the owner of a business term life insurance policy for Mr. Slegers in the amount of \$2,000,000, underwritten by Manulife (the "**Manulife Policy**"), which policy was assigned to RBC and the Receiver.
- 4.7 With the support of RBC, the Receiver paid the annual premiums of \$5,480.76 that were due on each of June 17, 2020 (as set out in the Second Report) and June 17,

2021. The Receiver expects that it will have completed its duties prior to the policy's next anniversary date in June 2022, such that the Manulife Policy will lapse at that time.

Financial Statements / Income tax returns

- 4.8 Prior to the appointment of the Receiver, the Companies' external accountants, Davis Martindale LLP ("**DM**"), prepared draft Plastics Inc. financial statements for the year ended April 30, 2019 ("**F2019**"), which indicate a net loss (before income taxes) of \$11,002,961. The Receiver understands that Plastics Inc. was profitable and paid income taxes in certain prior years. DM filed a corporate income tax return ("**T2**") for F2019, with a carry back of losses to the years ended April 30, 2017 ("**F2017**") and April 30, 2016 ("**F2016**"). No loss was carried back to the year ended April 30, 2018 ("**F2018**") because Plastics Inc. incurred a loss in F2018.
- 4.9 The carry back of non capital losses have now been assessed, with corporation income tax refunds as follows for Plastics Inc.: F2016 - CR \$480,790 and F2017 - CR \$237,945. The refunds arising from the carry back of non capital losses are discussed further in the Distribution section of this Third Report.
- 4.10 As outlined in the Second Report, the Receiver engaged DM to complete various financial statements and file T2's for the Companies. DM has not yet issued its invoice for the engagements, which will be paid by the Receiver (the "**DM Fees**").
- 4.11 Financial statements have been prepared and T2's filed, as summarized below:

Corporation	Year end date	Date filed	CRA Assessment Date	Balance
1142024 Ontario Inc.	April 30, 2019	April 14, 2021	May 19, 2021	CR \$5,087.04
	April 30, 2020	May 31, 2021	Pending	Nil owing
Sle-Co Plastics Inc.	Jan. 18, 2020	May 18, 2021	June 2, 2021	\$0.00
Sle-Co Properties Inc.	April 30, 2019	May 21, 2021	Pending	Nil owing
	April 30, 2020	May 27, 2021	Pending	Nil owing
	April 30, 2021	June 8, 2021	Pending	Nil owing

- 4.12 The Sle-Co Properties Inc. T2 for the year ended April 30, 2021 includes reporting of the Receiver's sale of the Real Property. No income taxes are payable on the sale.

Other CRA matters

- 4.13 During February 2021, the Receiver mailed T4's to former Plastics Inc. employees for the period from January 1, 2020 to the appointment of the Receiver. For former Plastics Inc. employees who were engaged by the Receiver as independent contractors under term and task agreements, the Receiver prepared and mailed T4A's for remuneration paid by the Receiver.
- 4.14 In addition to corporation income tax, the status of other CRA accounts is discussed below and in the Distribution section of this Third Report.
- 4.15 Payroll Source Deductions – CRA has filed a proof of claim dated June 11, 2020, in the receivership and bankruptcy of Plastics Inc., for unpaid source deductions in the amount of \$1,889,108.82. Of this amount, \$1,471,734.94 is a property claim for the deemed trust portion of the liability and \$417,373.88 is an unsecured claim.
- 4.16 Harmonized Sales Tax ("HST") – Numerous HST returns were not filed by Plastics Inc., dating to May 1, 2019. Based on information in the Company's accounting system, and adjusting for accounts receivable that were not collectible, the Receiver prepared and filed monthly HST returns for the period from May 1, 2019 to January 19, 2020. The returns indicate a balance owing of \$628,286 and have now been assessed by CRA. In addition, CRA has filed an unsecured claim with the Trustee of Plastics Inc. for unremitted HST from March and April 2019 in the amount of \$92,064.
- 4.17 The Receiver also prepared and filed quarterly HST returns for Properties Inc. for the period from October 17, 2018 to January 17, 2020, which returns have been assessed by CRA and have resulted in a balance owing of \$31,319.18.
- 4.18 The Receiver obtained HST accounts in the name of the Receiver and has filed monthly returns and remitted HST collected on its activity from the time of the Receiver's appointment.
- 4.19 SRED – The Second Report outlined the Receiver's activities and the resolution with respect to several pending SRED applications by Plastics Inc., which have now been

finalized and are summarized below:

- (a) 2017 – Non-refundable Investment Tax Credits of \$86,038
- (b) 2018 – Non-refundable Investment Tax Credits of \$17,205.
- (c) 2019 – Refundable Investment Tax Credits of \$199,133 and non-refundable Ontario Research and Development Tax Credit in the amount of \$15,916.

5. Potential Reviewable Transactions

- 5.1 Section 5 of the Second Report outlined activity in a bank account maintained by 114 Inc. with Libro (the “**114 Libro Account**”), including certain payments from RBC accounts that were deposited to the 114 Libro Account and subsequently disbursed to other parties. The Receiver prepared a summary of activity greater than \$5,000 in the 114 Libro Account between October 19, 2019 and January 17, 2020, which was included as Appendix F to the Second Report.
- 5.2 In preparing its Second Report, and outlined in Section 3.1 (b) (iv), the Receiver intended to seek an Order directing Libro to provide the Receiver with particulars of the payee for Libro bank drafts #27875 and #27876 from the 114 Libro Account and of the account holder for Libro accounts #93286 and #3825551 (the “**Libro Relief**”).
- 5.3 Subsequent to the issuance of the Second Report but prior to the November 13, 2020 Court hearing, Mr. Slegers provided disclosure (through his counsel) of the details of the various disbursements from the 114 Libro Account prior to the appointment of the Receiver, and offered to pay an amount in settlement of any claim by the Receiver of 114 Inc. against Mr. Slegers in respect of these potential reviewable transactions (the “**114 Receiver’s Claim**”). In light of the proposed settlement in respect of the 114 Receiver’s Claim (the “**Proposed Settlement**”), the Receiver did not proceed with the Libro Relief at the Court hearing on November 13, 2020.
- 5.4 RBC will incur a shortfall on its secured indebtedness substantially in excess of the 114 Receiver’s Claim. Accordingly, after consultation amongst counsel for the Receiver, RBC and Mr. Slegers, the Receiver is now seeking an Order to assign the 114 Receiver’s Claim to RBC. As a practical matter, such an assignment would allow the Proposed Settlement to be finalized and completed as between RBC and Mr. Slegers.

6. Statement of Receipts and Disbursements of the Receiver

6.1 The Receiver maintained both a CAD and USD account at RBC in London, Ontario. The Receiver has now closed the USD account and transferred the remaining USD funds to the CAD account. Attached as **Appendix E** to this Third Report are the Statements of Receipts and Disbursements. Details of the Receiver's receipts and disbursements are as follows:

6.2 Receipts – CAD

- a) *Sale of real estate (Sle-Co Properties Inc.) (\$4,767,256.39)* — The Receiver received proceeds, net of real estate commissions and property tax arrears, of \$4,767,256.39 from the sale of the Real Property.
- b) *Sale of machinery and equipment (Sle-Co Plastics Inc.) (\$3,200,000.00)* — The Receiver received \$3,200,000 from the sale of the machinery and equipment en bloc that comprised the Infinity Transaction.
- c) *Sale of inventory (Sle-Co Plastics Inc.) (\$95,000.00)* — The Receiver received \$95,000 from the sale of remaining inventory to Clek Inc. ("**Clek**"), as set out in the First Report and the Second Report.
- d) *HST refunds (Sle-Co Plastics Inc.) (\$94,612.98)* — The Receiver received refunds of \$94,612.98 on its HST account.
- e) *Cash in Bank (Sle-Co Properties Inc.) (\$51,833.51)* — The Receiver realized \$51,833.51 from Properties Inc.'s bank accounts with RBC and Libro.
- f) *Collection of accounts receivable (Sle-Co Plastics Inc.) (\$49,996.23)* — The Receiver collected Plastics Inc.'s accounts receivable of \$49,996.23.
- g) *Corporation income tax refund (Plastics Inc.) (\$7,017.86)* — CRA issued a cheque in the amount of \$7,017.86, arising from the assessment of the Plastics Inc. F2019 T2 and carry back of non-capital losses.

- h) *Interest earned (\$6,589.44)* — The Receiver received interest of \$6,589.44 on its CAD account.
- i) *Sale of equipment (Sle-Co Plastics Inc.) (\$5,000.00)* — The Receiver sold specialized equipment to a customer for \$5,000.
- j) *Cash in Bank (Sle-Co Plastics Inc.) (\$1,744.63)* — The Receiver realized \$1,744.63 from the Plastics Inc. bank account with RBC.
- k) *Cash in Bank (1142024 Ontario Inc.) (\$1,698.79)* — The Receiver realized \$1,698.79 from the 114 Inc. bank accounts with RBC and Libro.
- l) *Transfers from USD account (\$3,331,769.98)* – The Receiver transferred CAD \$3,331,769.98 from its USD account to the CAD account at an approximate average exchange rate of 1.3743.

6.3 Disbursements - CAD

- a) *Independent Contractor payments (\$822,991.65)* – The Receiver paid \$822,991.65 to independent contractors.
- b) *Receiver's Fees (\$527,343.58)* – BDO's interim accounts through September 30, 2020 in the amount \$467,343.58, exclusive of HST, have been approved by the Court and paid from the Receiver's account. BDO's interim account for the period October 1, 2020 through December 1, 2020 in the amount of \$60,000.00 has been paid from the Receiver's account and is subject to Court approval.
- c) *Utilities and telecommunications (\$243,658.65)* – The Receiver paid \$243,658.65 for heat, hydro, internet and telephone services.
- d) *Insurance (\$217,446.89)* – The Receiver paid \$126,720.41 for ongoing premiums on Sle-Co's existing property, liability and machine breakdown insurance policies. The Receiver paid \$178,207.56 in premiums to Marsh Canada Inc. for new insurance policies for the period July 31, 2020 to July 31, 2021, less a refund of \$87,481.08 received upon the cancellation of the policies.

- e) *Repairs and Maintenance (\$157,911.61)* – The Receiver paid \$157,911.61 for maintenance and repairs to machinery and the Real Property.
- f) *HST paid (\$156,584.68)* – The Receiver paid \$156,584.68 in HST on its disbursements.
- g) *HST remitted (\$142,124.89)* – The Receiver has remitted \$142,124.89 in HST collected, less input credits.
- h) *Group Benefits & WSIB (\$89,265.26)* – The Receiver paid \$75,662.49 to Great West Life / Canada Life for the continuation of the employee group benefits plan to March 31, 2020 and \$13,602.77 in WSIB premiums.
- i) *Legal Fees (\$83,773.89)* – A&B's interim accounts through September 30, 2020 in the amount of \$62,234.59, exclusive of HST, have been approved by the Court and paid from the Receiver's account. A&B's further interim accounts in the amount of \$21,539.30 have been paid from the Receiver's account and are subject to Court approval.
- j) *Accounting fees (\$58,130.00)* – The Receiver paid outstanding DM invoices and unbilled professional time incurred to date for the fiscal year ended April 30, 2019, as well as invoices for professional time in preparing financial projections in the Companies' efforts to restructure prior to the appointment of the Receiver. DM's invoice for professional services to the Receiver has not yet been issued and paid.
- k) *Equipment leases and rental (\$56,753.54)* – The Receiver paid \$56,753.54 for lease and rental payments on various equipment.
- l) *Consulting fees (\$47,048.35)* – The Receiver paid consulting fees totalling \$47,048.35 to Business Improvement Group for preparation of the SRED claims, SPH Engineering Inc. for consulting engineering services and EXP Services Inc. for preparation of a remedial work plan and cost estimate of the soil remediation.
- m) *Security (\$21,456.00)* – The Receiver paid \$21,456.00 for security during certain periods when the plant was unattended by the independent contractors.
- n) *Freight and Shipping (\$17,584.74)* – The Receiver paid \$17,584.74 in shipping, freight and brokerage on purchases of raw materials and components.

- o) *Purchases (\$10,176.40)* – The Receiver purchased \$10,176.40 in raw materials, component parts and supplies for production.
- p) *Life insurance premium (\$5,480.76)* — The Receiver paid \$5,480.76 in premiums on the Manulife Policy.
- q) *Advertising (\$5,262.50)* — The Receiver paid \$5,262.50 for advertising its sale process for the Property in the Globe and Mail and The London Free Press.
- r) *Appraisal fees (\$3,305.00)* — The Receiver paid \$3,305.00 to Metrix Realty Group for an appraisal of the Real Property.
- s) *Bank Charges (\$3,188.80)* — The Receiver paid \$3,188.80 in bank charges.
- t) *Advance to Trustee (\$1,000.00)* — The Receiver advanced \$1,000.00 to the bankrupt estate of Plastics Inc. to fund registration fees and expenses of the Trustee.

6.4 Receipts – USD

- a) *Receiver sales (\$1,127,929.98)* — Sales by the Receiver to Clek and other customers were \$1,127,929.98.
- b) *Collection of accounts receivable (\$1,028,628.02)* — The Receiver collected Plastics Inc. accounts receivable of \$1,028,628.02.
- c) *HST collected on sales (\$153,348.26)* — The Receiver collected HST of \$153,348.26 on sales.
- d) *Cash in Bank (Sle-Co Plastics Inc.) (\$141,342.80)* — The Receiver realized \$141,342.80 from the Plastics Inc. bank account.
- e) *Sale of inventory (\$133,505.75)* — The Receiver realized \$133,505.75 from the sale of inventory.
- f) *Sale of equipment (\$2,000.00)* — The Receiver realized \$2,000.00 from the sale of equipment that was not included in the agreement of purchase and sale with Infinity.

- g) *Plant costs recovered (\$1,703.70)* — The Receiver was reimbursed \$1,703.70 for its costs associated with the disconnection and removal of the Engel 2200.

6.5 Disbursements – USD

- a) *Purchases (\$151,209.17)* – The Receiver purchased \$151,209.17 in raw materials, component parts and supplies for production.
- b) *HST paid (\$10,459.90)* – The Receiver paid \$10,459.90 in HST on its disbursements.
- c) *Equipment leases and rental (\$2,648.11)* – The Receiver paid \$2,648.11 to HSBC for lease payments.
- d) *Transfer to Receiver's CAD account (\$2,424,369.94)* – The Receiver transferred USD \$2,424,369.94 to its CAD account at an approximate average exchange rate of 1.3743.

7. Fees and Disbursements of the Receiver and Counsel to the Receiver

- 7.1 Pursuant to Paragraph 18 of the Appointment Order, the Receiver and counsel to the Receiver shall be paid their reasonable Professional Fees in each case at their standard rates and charges. The Receiver and counsel to the Receiver have been granted a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, as security for payment of the Professional Fees.
- 7.2 Pursuant to paragraph 19 of the Appointment Order, the Receiver and counsel to the Receiver are to pass their accounts from time to time before a Judge of the Court.
- 7.3 Attached as **Appendix F** to this Third Report is the fee affidavit of Stephen N. Cherniak sworn June 23, 2021, containing BDO's accounts for the following periods. BDO's final account includes an estimate of \$25,000.00 to complete its duties as Receiver:
- o October 1, 2020 to December 1, 2020;
 - o December 2, 2020 to May 5, 2021; and
 - o May 6, 2021 to completion.
- 7.4 The Receiver's total fees and disbursements from October 1, 2020 to completion, inclusive of HST, are \$177,728.26.
- 7.5 The hourly rates charged by the Receiver and its staff are commensurate with commercially reasonable rates for mid-market insolvency firms in the Southwestern Ontario region.
- 7.6 Attached as **Appendix G** is the fee affidavit of Damian Lu sworn June 24, 2021 containing the interim accounts of A&B for the period October 1, 2020 to June 18, 2021.
- 7.7 A&B's fees and disbursements for this period inclusive of HST are \$29,525.61, plus an estimated accrual of \$12,000.00 for A&B's fees and disbursements to completion of the receivership assuming that there is no opposition to the Receiver's within motion and that such motion proceeds by way of a virtual hearing (the "**Fee Accrual**").

- 7.8 It is the Receiver's opinion that the Professional Fees and the Fee Accrual are fair and reasonable and justified in the circumstances and accurately reflect the work done by the Receiver and A&B in connection with the receivership during the relevant periods (or, in the case of the Fee Accrual, an estimate of the work to be done). The Receiver recommends approval of the Professional Fees and the Fee Accrual by the Court.

8. Distribution

RBC Security and distributions to date

- 8.1 The Receiver received a legal opinion from its counsel, A&B, confirming, subject to the usual assumptions and qualifications of an opinion of such nature, that valid and perfected personal property security interests in Plastics Inc.'s Property had been granted in favour of RBC.
- 8.2 The Receiver also received a legal opinion from its counsel, A&B, confirming, subject to the usual assumptions and qualifications of an opinion of such nature, that: (i) Charges over the Real Property granted by Properties Inc. and its predecessor company 236608 Ontario Inc. constitute valid and enforceable security interests in the Real Property in favour of RBC; and (ii) valid and perfected personal property security interests in Properties Inc. Property had been granted in favour of RBC.
- 8.3 RBC has advised the Receiver that Sle-Co is indebted to RBC on account of principal, interest and professional fees as at January 20, 2020 in the amount of \$11,399,920 (the "**RBC Indebtedness**"). The RBC Indebtedness includes \$7,899,920 in respect of credit facilities owing directly by Plastics Inc. (which are also subject to a guarantee from Properties Inc. in the maximum principal amount of \$7,100,000 plus interest thereon) and \$3,500,000 in respect of credit facilities owing directly by Properties Inc. (which are also subject to a guarantee from Plastics Inc. in the maximum amount of \$4,500,000 plus interest thereon).
- 8.4 As authorized by the second of the Ancillary Orders, on December 8, 2020 the Receiver distributed \$5,000,000 to RBC, leaving an outstanding amount owing to RBC of approximately \$6,399,920 (without regard to interest and professional fees that have accrued since January 20, 2020).

Canada Revenue Agency Property Claim

Plastics Inc.

- 8.5 The Second Report outlined the potential deemed trust claim of CRA against Plastics Inc. for unpaid source deductions in the amount of \$1,487,697, and provided that the Receiver would maintain sufficient funds on hand to address this potential CRA claim. The Second Report inadvertently failed to note that CRA had already submitted a Property Proof of Claim dated June 11, 2020 against Plastics Inc. in the slightly lower amount of \$1,471,734.94 (the “**CRA Property Claim**”). The CRA Property Claim is attached hereto as **Appendix H**.
- 8.6 For Plastics Inc., CRA has assessed corporation income tax refunds arising from the carry back of non-capital losses and refundable SRED investment tax credits totalling \$917,868, and has also issued a refund cheque to the Receiver in the amount of \$7,017.86. Accordingly, the schedule below summarizes the Receiver’s proposed distribution of \$560,884.80 to CRA in respect of Plastics Inc. to fully satisfy the CRA Property Claim after setoff of the foregoing tax refunds:

CRA Account Number			Amount
12251 6396 RP0001			
Property Proof of claim dated June 11, 2020			\$ 1,471,734.94
		CRA Notice of assessment or reassessment date	
12251 6396 RC0001	Year end date		
Carry back of non-capital losses Part I Federal and Ontario tax	April 30, 2016	Sept. 1, 2020	(480,790.00) CR
Carry back of non-capital losses Part I Federal and Ontario tax	April 30, 2017	March 15, 2021	(237,945.00) CR
SRED investment tax credit - Federal	April 30, 2019	Sept. 1, 2020	(153,590.00) CR
SRED investment tax credit - Ontario			(45,543.00) CR
Refund cheque issued to Receiver	April 30, 2019	March 15, 2021	7,017.86
Payable to CRA			\$ 560,884.80

- 8.7 The above table does not include, and the Receiver does not intend to setoff, any interest that would be payable by CRA on credit balances. Given the significant loss on the secured debt owing to RBC by Plastics Inc., there are also no funds available to satisfy any HST claim against Plastics Inc. (which is unsecured given the bankruptcy).

Properties Inc.

- 8.8 Attached as **Appendix I** to this Third Report is CRA's HST assessment in respect of Properties Inc. in the amount of \$31,319.18 as of the date of the Appointment Order. Given that Properties Inc. is not bankrupt, and given that the Receiver realized \$51,833.51 from Properties Inc.'s bank accounts with RBC and Libro (as described earlier in this Third Report), the Receiver proposes to distribute \$31,319.18 to CRA to fully satisfy CRA's HST claim against Properties Inc.

114 Inc.

- 8.9 As set out earlier in this Third Report, there was a credit balance with CRA of \$5,087.04 in respect of 114 Inc. (the holding company), for which a refund cheque has been issued to the Receiver. Accordingly, the Receiver does not propose distributing any amounts to CRA in respect of 114 Inc.

Construction Lien Act claims

- 8.10 Three suppliers who performed work at the Real Property prior to the Receiver's appointment (the "**Lienholders**") registered liens against the Real Property pursuant to the *Construction Lien Act* or the *Construction Act*, as applicable, as summarized below:

Construction Lien Registration Date	Registered Amount	Lien Holder's Name
2018/10/11	\$494,708	Rassaun
2018/12/28	\$152,915	JOCL
2019/02/11	\$29,319	North Shore

- 8.11 As outlined in the Second Report, and as authorized by the second of the Ancillary Orders, the Receiver distributed \$439,712.11 to Rassaun in full satisfaction of Rassaun's claims against Sle-Co.
- 8.12 As also outlined in the Second Report, the Receiver has maintained sufficient funds on hand to pay the remaining Lienholders.
- 8.13 The Receiver understands from RBC's counsel, HP, that it has advised legal counsel

to JOCL that JOCL's registration of its construction lien appears to be outside the required statutory period. Further it is HP's view that JOCL has exceeded the two year period, pursuant to the *Limitations Act*, within which to commence an action. The Receiver understands that JOCL's counsel had advised HP of its intention to bring a motion for the Court to determine the validity of the JOCL lien (the "**JOCL Motion**").

- 8.14 In order to not further delay the distribution of funds to creditors, the Receiver is seeking the authorization of the Court to pay \$191,150 to HP in trust, which funds would be subsequently distributed by HP to JOCL and/or RBC as agreed to between JOCL and RBC or by order of the Court upon the hearing of the JOCL Motion, without the participation or liability of the Receiver or its counsel (collectively, the "**Proposed RBC-JOCL Resolution**").
- 8.15 The Receiver was advised by HP that JOCL's counsel had agreed with the Proposed RBC-JOCL Resolution. However, on June 23, 2021, the Receiver was served with the JOCL Motion, the draft Order for which purports to seek payment directly from the Receiver, notwithstanding that the accompanying notice of motion does not provide for any such relief or even the substantive adjudication of the merits of the construction lien itself. Attached as **Appendix J** to this Third Report are the notice of motion and draft Order that were provided in the JOCL Motion, which is returnable on July 26, 2021.
- 8.16 As the JOCL Motion constitutes a Proceeding (as defined in the Appointment Order), it cannot technically be brought pursuant to paragraphs 8, 9 and 10 of the Appointment Order without the Receiver's written consent (which was not sought or obtained by JOCL) or leave of the Court (which has not been sought or obtained by JOCL). Accordingly, the JOCL Motion, as it exists in its present form, is technically invalid. Given the Proposed RBC-JOCL Resolution, the Receiver is recommending that the Court permanently dismiss any purported claim by or on behalf of JOCL against the Receiver in respect of any construction lien-related matters (including, for greater certainty, any such claim against the Receiver in the JOCL Motion), as the validity of the construction lien and economic consequences thereof can be most effectively determined between RBC and JOCL themselves. The Receiver consents to, and recommends, the RBC-JOCL Resolution.

8.17 The Receiver is advised by HP that RBC agrees that North Shore's claim in the amount of \$29,319 stands in priority to one or more of the RBC Charges over the Real Property. Accordingly, the Receiver seeks authorization of the Court to distribute this amount to North Shore in full satisfaction of North Shore's claim against Sle-Co.

Proposed Distributions

8.18 As noted in the Second Report, all claims by former employees of Plastics Inc. under the *Wage Earner Protection Program Act* ("**WEPPA**") were for termination and severance pay only. All wages and vacation pay were paid by Plastics Inc. or the Receiver. Accordingly, the Receiver does not expect to receive a secured claim from Service Canada that would stand in priority to RBC, and no secured claim has been filed to date.

8.19 As reported on the Statement of Receipts and Disbursements, from the sale of the Business Assets to Infinity, the completion of the Real Property Transaction and other realizations, the Receiver has undistributed funds on hand of \$3,503,759.41 (the "**Remaining Funds**").

8.20 The Receiver is seeking authorization to distribute the Remaining Funds, after payment of Professional Fees, the Fee Accrual and the DM Fees, as follows:

- (a) To CRA in the amount of \$560,884.80, in full satisfaction of the CRA Property Claim;
- (b) To CRA in the further amount of \$31,319.18, in full satisfaction of the HST arrears owing by Properties Inc. to CRA;
- (c) To North Shore in the amount of \$29,319, in full satisfaction of its claim against Sle-Co;
- (d) To HP in trust the amount of \$191,150, to be subsequently distributed by HP in accordance with the Proposed RBC-JOCL Resolution; and
- (e) The balance of the Remaining Funds and any residual funds that flow into the estate to RBC, but not to exceed the secured indebtedness owing to RBC.

9. Discharge of BDO as Receiver

9.1 Other than the matters identified in this Third Report, the within receivership is substantively complete. Accordingly, subsequent to the date of this Third Report, and prior to the Receiver's discharge, the Receiver proposes to attend to the following:

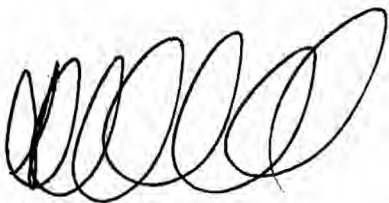
- (a) making the distributions identified above;
- (b) other residual and/or administrative matters in connection with BDO's appointment as the Receiver; and
- (c) filing the Receiver's certificate of discharge.

10. Recommendations

10.1 The Receiver recommends and respectfully requests that the Court grant the relief summarized at paragraph 3.1(b) of this Third Report.

All of which is respectfully submitted this 25th day of June, 2021.

BDO Canada Limited, solely in its capacity as Court-appointed Receiver of Sle-Co Plastics Inc., Sle-Co Properties Inc. and 1142024 Ontario Inc., and not in any other capacity



Per: Stephen N. Cherniak, CPA, CA, CIRP
Licensed Insolvency Trustee
Senior Vice President

44924148.3

TAB A



Court File No. 35-2220172T

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE MR.)	FRIDAY, THE 17TH
)	
JUSTICE M.D. M. CARTER)	DAY OF JANUARY, 2020

ROYAL BANK OF CANADA

Plaintiff

- and -

**SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
 1142024 ONTARIO INC.**

Defendants

ORDER
(appointing Receiver)

THIS MOTION made by the Plaintiff, Royal Bank of Canada (the "**Bank**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing BDO Canada Limited as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Sle-Co Plastics Inc., Sle-Co Properties Inc. and 1142024 Ontario Inc. (collectively hereinafter referred to as the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including the real property described at Schedule "A" to this Order (the "**Real Property**") and excluding the assets as listed at Schedule "B" to this Order (the "**Excluded Assets**"), was heard this day at 80 Dundas Street, London, Ontario.

- 2 -

ON READING the affidavit of Greg Smith sworn January 9, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Bank, counsel for the Receiver and no one else appearing although duly served as appears from the affidavit of service of Lindsay Ferguson sworn January 10, 2020, and the affidavit of service of Susy Moniz sworn January 13, 2020, and on reading the consent of BDO Canada Limited to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, but excluding the Excluded Assets (collectively, the "Property"). For greater certainty, the term "Property" includes the Real Property and all proceeds thereof, but excludes the Excluded Assets.

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- 3 -

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or

- 4 -

in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- 5 -

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the

- 7 -

Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the

- 8 -

written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

- 10 -

information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program*

Act. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

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

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice in Bankruptcy and Insolvency.

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such

period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

- 13 -

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

GENERAL

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

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


29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

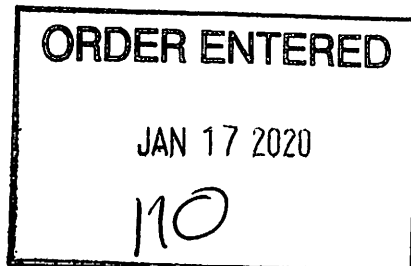
- 14 -

31. THIS COURT ORDERS that the Bank shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Bank's 'security or, if not so provided by the Bank's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

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



Justice, Ontario Superior Court of Justice,
In Bankruptcy and Insolvency



SCHEDULE "A"
REAL PROPERTY

The property known municipally as 400 South Edgeware Road, St. Thomas, Ontario and legally described as:

- a. PT LT 8 1ST Range South Edgeware Road Yarmouth PT 1 & 2 11R6493; T/W E230839, E230840, E230841; S/T E378042; St. Thomas (PIN 35163-0288 (LT));
- b. PCL 8-2 SEC YAR-SER; PT LT 8 Range South Of Edgeware Rd Yarmouth PT 2 11R153; S/T LT37577; St. Thomas (PIN 35163-0283 (LT)).

SCHEDULE "B"
EXCLUDED ASSETS

The following assets in the possession of the Debtors are excluded from the Property, as defined in this Appointment Order:

1. M710iC/50 R30iB Plus MH Robot
 - a. Serial Numbers:
 - i. Fnumber: 217089
 - ii. Mechanical Unit: R18102621
 - iii. Controller: E18130024
2. M710iC/50 R30iB Plus MH Robot
 - a. Serial Numbers:
 - i. Fnumber: 209248
 - ii. Mechanical Unit: R17905001
 - iii. Controller: E1793196
3. R2000iC/125L Six Axis Robot for MH
 - a. Serial Numbers:
 - i. Fnumber: F226426
 - ii. Mechanical: R18802862
 - iii. Controller: E18830031
4. ENGEL Injection Moulding Machine duo 17060/2200 US
 - a. Serial Number: 228136

- 2 -

SCHEDULE "C"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited , the receiver (the "**Receiver**") of the assets, undertakings and properties Sle-Co Plastics Inc., Sle-Co Properties Inc. and 1142024 Ontario Inc. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, including the Real Property and excluding the Excluded Assets as defined in the Order (as defined below) (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice In Bankruptcy and Insolvency (the "**Court**") dated the ___ day of January, 2020 (the "**Order**") made in an action having Court file number 35-2220172T has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded daily after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

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

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

- 3 -

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

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

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

DATED the _____ day of _____, 20__.

BDO CANADA LIMITED, solely in its
capacity as Receiver of the Property, and
not in its personal capacity

Per: _____

Name:

Title:

ROYAL BANK OF CANADA -and- SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC. and 1142024
ONTARIO INC.

Plaintiff

Defendants

Court File No. 35-2220172T

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at
London, Ontario

APPOINTING ORDER

Harrison Pensa ^{LLP}
Barristers and Solicitors
450 Talbot Street, 1st Floor
P.O. Box 3237
London, Ontario N6A 4K3

Timothy C. Hogan (LSUC #36553S)
Tel: (519) 679-9660
Fax: (519) 667-3362

Solicitors for the Plaintiff
176723/kwe

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TAB B

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

THE HONOURABLE)
JUSTICE A. D. GRACE)

MONDAY, THE 15TH
DAY OF JUNE, 2020

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

**SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
1142024 ONTARIO INC.**

Defendants

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of certain of the assets, undertakings and properties of Sle-Co Plastics Inc. (the “**Debtor**”), Sle-Co Properties Inc. (“**Properties Inc.**”) and 1142024 Ontario Inc. (“**114 Inc.**” and, together with the Debtor and Properties Inc., the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors, for an order, *inter alia*, approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Receiver, as vendor, and Infinity Asset Solutions Inc. (the “**Purchaser**”), as purchaser, dated April 21, 2020 (the “**Sale Agreement**”), a redacted copy of which is attached as Appendix “D” to the First Report of the

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Receiver dated June 1, 2020 (the "First Report") and an unredacted copy of which is attached to the Confidential Supplement to the First Report dated June 1, 2020 (the "Confidential Supplement"), and vesting in the Purchaser the Debtor's right, title and interest in and to the property described as the "Purchased Assets" in the Sale Agreement (the "Purchased Assets"), was heard this day via teleconference due to the Covid-19 crisis.

ON READING the First Report and appendices thereto and the Confidential Supplement and the appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, ^{and representatives of J. Jeffrey Slegers} ~~for Royal Bank of Canada~~ ^{for Royal Bank of Canada} no one appearing for any other person on the service list, although properly served as appears from the affidavit of Eunice Baltkois sworn June 4, 2020, filed,

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, or as it may direct.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens,

executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of The Honourable Mr. Justice McArthur made January 17, 2020; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and, for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

4. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.

5. **THIS COURT ORDERS** that, notwithstanding:

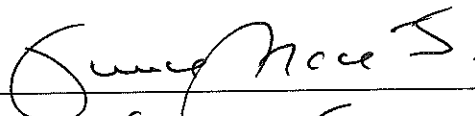
- (a) the pendency of these proceedings;

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) the bankruptcy of the Debtor and any assignment in bankruptcy made in respect of the other Debtors,

the vesting of the Purchased Assets in the Purchaser, or as it may direct, pursuant to this Order shall be binding on any trustee in bankruptcy that is presently, or that may be, appointed in respect of any of the Debtors and shall not be void or voidable by creditors of any of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

7. **THIS COURT ORDERS** that, notwithstanding Rule 59.05 of the *Rules of Civil Procedure* (Ontario), this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing; provided, however, that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.



GRACE S.

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Schedule "A" – Form of Receiver's Certificate

Court File No. 35-2220175T

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

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

**SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
1142024 ONTARIO INC.**

Defendants

RECEIVER'S CERTIFICATE

RECITALS

- I. Pursuant to an Order of The Honourable Mr. Justice McArthur of the Ontario Superior Court of Justice in Bankruptcy and Insolvency (the "**Court**") dated January 17, 2020, BDO Canada Limited ("**BDO**") was appointed as receiver (in such capacity, the "**Receiver**"), without security, of certain of the assets, undertakings and properties of Sle-Co Plastics Inc. (the "**Debtor**"), Sle-Co Properties Inc. ("**Properties Inc.**") and 1142024 Ontario Inc. ("**114 Inc.**" and, together with the Debtor and Properties Inc., the "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtor, including the proceeds thereof (the "**Property**").
- II. Pursuant to an Order of the Court dated June 15, 2020, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and Infinity Asset Solutions Inc. (the

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“Purchaser”), as purchaser, dated April 21, 2020 (the “Sale Agreement”), and provided for the vesting in the Purchaser of all the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

III. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

- 1. The Purchaser has paid and the Receiver has received the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement;
- 2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
- 3. The Transaction has been completed to the satisfaction of the Receiver; and
- 4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

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BDO CANADA LIMITED, solely in its capacity as the Court-appointed receiver of the Debtors, and not in its personal capacity or in any other capacity

Per: _____

Name:

Title:

d

ROYAL BANK OF CANADA

-and-

**SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC. and
1142024 ONTARIO INC.**

Plaintiff

Defendants

Court File No. 35-2220172T

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

Proceedings commenced at London

APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
Fax: (416) 863-1515
Email: smitra@airdberlis.com

Jeremy Nemers (LSO # 66410Q)
Tel: (416) 865-7724
Fax: (416) 863-1515
Email: jnemers@airdberlis.com

Lawyers for the Receiver

TAB C

Court File No. 35-2220175T

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE *Madam*)
 JUSTICE *Tranquilli*)

FRIDAY, THE 13TH DAY
 OF NOVEMBER, 2020

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
1142024 ONTARIO INC.

Defendants



APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (in such capacity, the “Receiver”), without security, of certain of the assets, undertakings and properties of Sle-Co Properties Inc. (the “Debtor”) acquired for, or used in relation to a business carried on by the Debtor, for an order, *inter alia*, approving the sale transaction (the “Transaction”) contemplated by an agreement of purchase and sale between the Receiver, as vendor, and 1803299 Ontario Inc. (the “Purchaser”), as purchaser, dated June 29, 2020 (the “Sale Agreement”), a redacted copy of which is attached to the Second Report of the Receiver dated October 29, 2020 (the “Second Report”) and an unredacted copy of which is attached to the Confidential Supplement to the Second Report dated October 29, 2020 (the

"Confidential Supplement"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day via teleconference due to the Covid-19 crisis.

ON READING the Second Report and appendices thereto and the Confidential Supplement and the appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Eunice Baltkois sworn October 30, 2020, filed,

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims,

whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of The Honourable Mr. Justice McArthur made January 17, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in **Schedule "B"** hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule "C"** hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the

sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

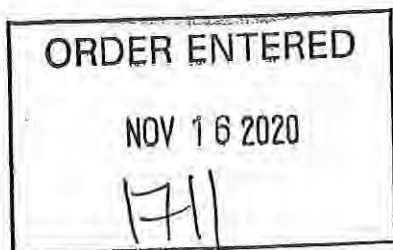
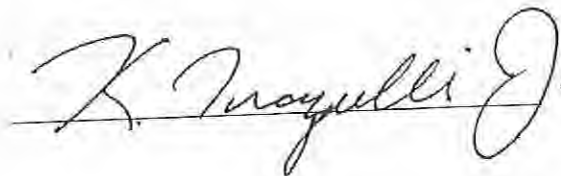
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this

Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that, notwithstanding Rule 59.05 of the *Rules of Civil Procedure* (Ontario), this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing; provided, however, that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.



Schedule "A" – Form of Receiver's Certificate

Court File No. 35-2220175T

ONTARIO
 SUPERIOR COURT OF JUSTICE
 IN BANKRUPTCY AND INSOLVENCY

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
 1142024 ONTARIO INC.

Defendants

RECEIVER'S CERTIFICATE

RECITALS

- I. Pursuant to an Order of The Honourable Mr. Justice McArthur of the Ontario Superior Court of Justice in Bankruptcy and Insolvency (the "Court") dated January 17, 2020, BDO Canada Limited ("BDO") was appointed as receiver (in such capacity, the "Receiver"), without security, of certain of the assets, undertakings and properties of Sle-Co Properties Inc. (the "Debtor"), acquired for, or used in relation to a business carried on by the Debtor, including the proceeds thereof (the "Property").
- II. Pursuant to an Order of the Court dated November 13, 2020, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and 1803299 Ontario Inc. (the "Purchaser"), as purchaser, dated June 29, 2020 (the "Sale Agreement"), and provided for the

vesting in the Purchaser of the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

III. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

BDO CANADA LIMITED, solely in its capacity as the Court-appointed receiver of the Debtor, and not in its personal capacity or in any other capacity

Per: _____

Name:

Title:

SCHEDULE "B"
LEGAL DESCRIPTION OF THE REAL PROPERTY

PT LT 8 1ST RANGE SOUTH EDGEWARE ROAD YARMOUTH PT 1 & 2 11R6493; T/W
E230839, E230840, E230841; S/T E378042; ST. THOMAS

PIN 35163-0288(LT)

PCL 8-2 SEC YAR-SER; PT LT 8 RANGE SOUTH OF EDGEWARE RD YARMOUTH PT 2
11R153; S/T LT37577; ST. THOMAS

PIN 35163-0283(LT)

SCHEDULE "C"
INSTRUMENTS TO BE DELETED FROM TITLE

1. Instrument No. CT99965 being a Transfer registered December 23, 2013 from Pedro Trives to 2366608 Ontario Inc.
2. Instrument No. CT116408 being a Charge registered July 14, 2015 from 2366608 Ontario Inc. in favour of Royal Bank of Canada.
3. Instrument No. CT156622 being a Charge registered August 3, 2018 from 2366608 Ontario Inc. in favour of Royal Bank of Canada.
4. Instrument No. CT159358 being a Construction Lien registered October 11, 2018 in favour of Rassaun Services Inc.
5. Instrument No. CT161143 being a Certificate of Action registered November 28, 2018.
6. Instrument No. CT162222 being a Construction Lien registered December 28, 2018 in favour of Jay Okkerse Contracting Ltd.
7. Instrument No. CT163206 being a Certificate of Action registered January 28, 2019.
8. Instrument No. CT163713 being a Construction Lien registered February 11, 2019 in favour of North Shore Farming Company Limited.
9. Instrument No. CT164521 being a Certificate of Action registered March 5, 2019.
10. Instrument No. CT164930 being an Application to Change Name-Owner registered March 18, 2019.
11. Instrument No. CT164931 being a Charge registered March 18, 2019 from Sle-Co Properties Inc. in favour of Royal Bank of Canada.
12. Instrument No. CT177474 being an Application re Court Order registered January 17, 2020 appointing BDO Canada Limited as receiver.

SCHEDULE "D"
PERMITTED ENCUMBRANCES, EASEMENTS AND RESTRICTIVE COVENANTS

PIN 35163-0288(LT)

1. Instrument No. E127805 being a Bylaw registered July 12, 1968.
2. Instrument No. 11R1526 being a Reference Plan registered May 17, 1978.
3. Instrument No. 11R2043 being a Reference Plan registered March 31, 1980.
4. Instrument No 11R6401 being a Reference Plan registered October 17, 1996.
5. Instrument No. 11R6493 being a Reference Plan registered February 19, 1997.
6. Instrument No. E378042 being a Transfer Easement registered May 30, 1997 in favour of The Public Utilities Commission of the City of St. Thomas.

PIN 35163-0283(LT)

1. Instrument No 11R153 being a Reference Plan registered May 17, 1973.
2. Instrument No. 11R7355 being a Reference Plan registered July 12, 2000.
3. Instrument No. LT37577 being a Transfer Easement registered August 24, 2000 in favour of The Corporation of the City of St. Thomas.

ROYAL BANK OF CANADA

-and-

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC. and
1142024 ONTARIO INC.

Defendants

Plaintiff

Court File No. 35-2220172T

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

Proceedings commenced at London

APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
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Jeremy Nemers (LSO # 66410Q)
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Lawyers for the Receiver

TAB D

Court File No. 35-2220175T

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE)
 JUSTICE *A.D. GRACE*)

MONDAY, THE 15TH
 DAY OF JUNE, 2020

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
1142024 ONTARIO INC.

Defendants

ANCILLARY ORDER

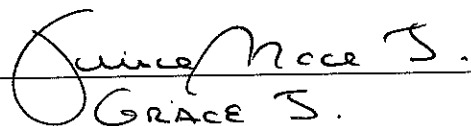
THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of certain of the assets, undertakings and properties of Sle-Co Plastics Inc. (the “**Debtor**”), Sle-Co Properties Inc. (“**Properties Inc.**”) and 1142024 Ontario Inc. (“**114 Inc.**” and, together with the Debtor and Properties Inc., the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors, for an order, *inter alia*: (i) approving the First Report of the proposed Receiver dated January 13, 2020 (the “**Pre-Receivership Report**”); (ii) approving the First Report of the Receiver dated June 1, 2020 (the “**First Report**”) and the actions of the Receiver described therein, including, without limitation, the statement of receipts and disbursements appended

thereto; (iii) approving the Confidential Supplement to the First Report of the Receiver dated June 1, 2020 (the "First Confidential Supplement") and the actions of the Receiver described therein; (iv) sealing the First Confidential Supplement until closing of the Infinity Transaction (as defined in the First Report) or further Order of the Court; (v) approving the Real Property Sale Process (as defined in the First Report); and (vi) approving the fees and disbursements of the Receiver and its counsel, was heard this day via teleconference due to the Covid-19 crisis.

ON READING the First Report and appendices thereto (including, without limitation, the affidavits of Stephen N. Cherniak sworn May 25, 2020 and Kyle Plunkett sworn June 1, 2020 (the "Fee Affidavits")) and the First Confidential Supplement and the appendices thereto, and on hearing the submissions of counsel for the Receiver ^{and representatives of} ~~and such other~~ ^{Jeffrey Slegers} ~~counsel as were present,~~ ^{for Royal Bank of Canada} no one appearing for any other person on the service list, although properly served as appears from the affidavit of Eunice Baltkois sworn June 4, 2020, filed,

1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Pre-Receivership Report be and is hereby approved.
3. **THIS COURT ORDERS** that the First Report and the activities of the Receiver described therein be and are hereby approved, including, without limitation, the statement of receipts and disbursements appended thereto. ^{Provided that approval of the activities set forth in paragraph 4.14(a) thereof is hereby reserved until the motion for approval of the activities to be described in a later Report of the Receiver.}

4. **THIS COURT ORDERS** that the First Confidential Supplement and the activities of the Receiver described therein be and are hereby approved.
5. **THIS COURT ORDERS** that the First Confidential Supplement be and is hereby sealed until closing of the Infinity Transaction or further Order of the Court.
6. **THIS COURT ORDERS** that the Real Property Sale Process be and is hereby approved.
7. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the Fee Affidavits, be and are hereby approved.
8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
9. **THIS COURT ORDERS** that, notwithstanding Rule 59.05 of the *Rules of Civil Procedure* (Ontario), this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing; provided, however, that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.



GRACE S.

ROYAL BANK OF CANADA

-and-

**SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC. and
1142024 ONTARIO INC.**

Plaintiff

Defendants

Court File No. 35-2220172T

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

Proceedings commenced at London

ANCILLARY ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
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Lawyers for the Receiver

ROYAL BANK OF CANADA

-and-

SLE-CO PLASTICS INC., et al.

Applicant

Respondents

June 15/20

Court File No. 35-2220172T

By teleconference, S. Mitra and J. Nemmers for the Receiver, S. Cherniak and D. Fitch from BDO Canada Limited, R. Darter for R.B.C., S. Slegers - in person and no one else participating.

I have reviewed the motion record of the receiver containing its first report dated June 11, 2020 and the various documents referenced and appended. I have also reviewed the confidential Supplement to the first report also dated June 11, 2020 and the undated copy of the agreement of purchase and sale the receiver recommends be approved and an appendix summarizing the various offers received. RBC, the principal secured creditor, supports the motion. Mr. Slegers, who is affected personally by the insolvency of the debtors, joined in the call. He advised that he did not know of the proposed transaction until last week. Today he provided certain comments and

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY and INSOLVENCY

Proceedings commenced at London

MOTION RECORD
(Returnable June 15, 2020)

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

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Lawyers for the Receiver

(Court file #) - 35-2220172T

- endorsement - page 2

questions to the receiver and its counsel. Those were reviewed during the attendance.

Some related to issues other than the proposed transaction. For example, Mr. Sleepers was concerned that the receiver had entered into an agreement with Clek Inc. that allowed Clek to exercise a right of set off in relation to the sum of \$675,896^{U.S.} inclusive of U.S.T. Concessions on account of such items post-receivership are, unfortunately, commonplace but the receiver's report does not set forth a detailed explanation that might satisfy Mr. Sleepers concern. In relation to para. 4.14(a) of the 1st report other items were mentioned too, including to be produced for a program involving Magna Closures Inc. (para. 4.17), issues involving CRA specifically relating to U.S.T. and SPED claims (paras. 4.24 and 4.26 respectively), and financial information and e-mails that are no longer accessible.

With respect to the proposed transaction, Mr. Sleepers expressed concern about the breadth of the marketing effort, the fact the proposed purchaser's pre-receivership appraisal was, to his eye, 20% too low, the fact the market is presently improving and that assets are being liquidated en bloc rather than over time and that it is impossible to formulate a firm opinion when key terms of the proposed transaction have been redacted.

I understand Mr. Sleepers concerns. Understandably, he is anxious that receipts be maximized from all sources. As noted, his personal financial position is affected. Furthermore, his stated experience of more than thirty years demonstrates his commitment to the industry generally and business he steered specifically.

After considering the material filed, I am of the view the requested relief should be granted, subject to the one limitation specified in the order signed. To my eye the receiver has fulfilled its duties in relation to the companies in a proper and diligent and able manner and in exceedingly challenging times. Approval and vesting order and Auxiliary Order signed. They are immediately effective.

Trace S.
Trace S.

Court File No. 35-2220175T

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

THE HONOURABLE	<i>Madam</i>)	FRIDAY, THE 13 TH DAY
)	
JUSTICE TRANQUILLI)	OF NOVEMBER, 2020

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., and
1142024 ONTARIO INC.

Defendants



ANCILLARY ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (in such capacity, the “Receiver”), without security, of certain of the assets, undertakings and properties of Sle-Co Plastics Inc. (“Plastics Inc.”), Sle-Co Properties Inc. (“Properties Inc.”) and 1142024 Ontario Inc. (“114 Inc.” and, together with Plastics Inc. and Properties Inc., the “Debtors”), acquired for, or used in relation to a business carried on by the Debtors, for an order, *inter alia*: (i) approving the actions of the Receiver described in section 4.14(a) of the First Report of the Receiver dated June 1, 2020 (the “First Report”); (ii) approving the Second Report of the Receiver dated October 29, 2020 (the “Second Report”) and the actions of the Receiver described therein, including, without limitation, the statement of receipts and disbursements appended

thereto; (iii) approving the Confidential Supplement to the Second Report of the Receiver dated October 29, 2020 (the "**Second Confidential Supplement**") and the actions of the Receiver described therein; (iv) sealing the Second Confidential Supplement until closing of the 400 South Edgeware Transaction (as defined in the Second Report) or further Order of the Court; (v) requiring Libro (as defined below) to produce certain materials to the Receiver; (vi) approving the fees and disbursements of the Receiver and its counsel; (vii) approving a distribution to Rassaun Services Inc. ("**Rassaun**") in full and final satisfaction of Rassaun's claims against Plastics Inc. and Properties Inc.; and (ix) approving an interim distribution to Royal Bank of Canada ("**RBC**"), was heard this day via teleconference due to the Covid-19 crisis.

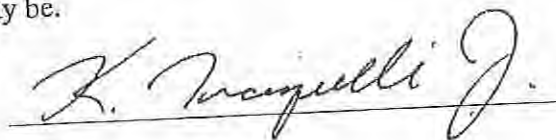
ON READING the Second Report and appendices thereto (including, without limitation, the affidavits of Stephen N. Cherniak sworn October 28, 2020 and Damian Lu sworn October 28, 2020 (the "**Fee Affidavits**")) and the Second Confidential Supplement and the appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Eunice Baltkois sworn October 30, 2020, filed,

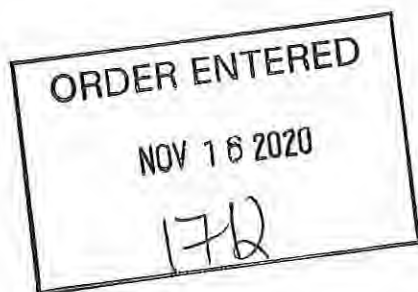
1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Receiver's activities described in section 4.14(a) of the First Report be and are hereby approved.

3. **THIS COURT ORDERS** that the Second Report and the activities of the Receiver described therein be and are hereby approved, including, without limitation, the statement of receipts and disbursements appended thereto.
4. **THIS COURT ORDERS** that the Second Confidential Supplement and the activities of the Receiver described therein be and are hereby approved.
5. **THIS COURT ORDERS** that the Second Confidential Supplement be and is hereby sealed until closing of the 400 South Edgeware Transaction or further Order of the Court.
6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the Fee Affidavits, be and are hereby approved.
7. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed, without further Order of this Court, to distribute \$439,712.11 to Rassaun in full and final satisfaction of Rassaun's claims against Plastics Inc. and Properties Inc.
8. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed, without further Order of this Court, to distribute \$5,000,000 to RBC on partial account of the secured indebtedness owing by Plastics Inc. and Properties Inc. to RBC for principal, interest and costs.
9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to

make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that, notwithstanding Rule 59.05 of the *Rules of Civil Procedure* (Ontario), this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing; provided, however, that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.





ROYAL BANK OF CANADA

-and-

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC. and
1142024 ONTARIO INC.

Defendants

Plaintiff

Court File No. 35-2220172T

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceedings commenced at London

ANCILLARY ORDER

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Jeremy Nemers (LSO # 66410Q)
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Email: inemers@airdberlis.com

Lawyers for the Receiver

TAB E

**BDO Canada Limited Receiver of
Sle-Co Plastics Inc., Sle-Co Properties Inc. and 1142024 Ontario Inc.
Statement of Receipts and Disbursements (CAD)
January 17, 2020 through May 31, 2021**

Receipts:

Sale of 400 South Edgeware Road	\$ 5,100,000.00	
Add: Property tax adjustment	6,822.09	
Less: Property tax arrears	(137,860.70)	
Less: Real estate commissions (incl. HST)	(201,705.00)	
	\$ 4,767,256.39	
Sale of machinery and equipment en bloc	3,200,000.00	
Sale of inventory	95,000.00	
HST refunds	94,612.78	
Cash in bank (Sle-Co Properties Inc.)	51,833.51	
Accounts receivable	49,996.23	
Corporation income tax refund	7,017.86	
Interest earned	6,589.44	
Sale of equipment	5,000.00	
Cash in bank (Sle-Co Plastics Inc.)	1,744.63	
Cash in bank (1142024 Ontario Inc.)	1,698.79	
Miscellaneous income	999.10	
HST collected on sales	650.00	
Transfers from USD account	3,331,769.98	
	\$ 11,614,168.71	

Disbursements:

Independent contractor payments	822,991.65	
Receiver's fees	527,343.58	
Utilities & telecommunications	243,658.65	
Insurance	217,446.89	
Repairs & maintenance	157,911.61	
HST paid on disbursements	156,584.68	
HST remitted	142,124.89	
Group benefits & WSIB	89,265.26	
Legal fees	83,773.89	
Accounting fees	58,130.00	
Equipment leases & rental	56,753.54	
Consulting fees	47,048.35	
Security	21,456.00	
Freight & shipping	17,584.74	
Purchases	10,176.40	
Life insurance premium	5,480.76	
Advertising	5,262.50	
Appraisal fees	3,305.00	
Bank charges	3,188.80	
Advance to Trustee in bankruptcy	1,000.00	
Official Receiver - registration fees	210.00	
	2,670,697.19	

Excess of receipts over disbursements

\$ 8,943,471.52

Represented by:**Payments to secured creditors**

Rassaun Services Inc.	439,712.11
Royal Bank of Canada	5,000,000.00

Funds held by Receiver

Balance in Receiver's account as at May 31, 2021	3,503,759.41
	<u><u>\$ 8,943,471.52</u></u>

**BDO Canada Limited Receiver of
Sle-Co Plastics Inc., Sle-Co Properties Inc. and 1142024 Ontario Inc.
Statement of Receipts and Disbursements (USD)
January 17, 2020 through May 31, 2021**

Receipts:

Receiver sales	\$ 1,127,929.98	
Accounts receivable	1,028,628.02	
HST collected on sales	153,348.26	
Cash in bank (Sle-Co Plastics Inc.)	141,342.80	
Sale of inventory	133,505.75	
Sale of equipment	2,000.00	
Plant costs recovered	1,703.70	
Interest earned	859.08	
	\$ 2,589,317.59	\$ 2,589,317.59

Disbursements:

Purchases	151,209.17	
HST paid on disbursements	10,459.90	
Equipment leases and rental	2,648.11	
Bank charges	630.47	
Transfers to CAD account	2,424,369.94	
	2,589,317.59	2,589,317.59

Excess of receipts over disbursements

\$	-
----	---

Represented by:

Balance in Receiver's account as at May 31, 2021	Nil
(Account closed)	Nil

TAB F

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

**IN THE MATTER OF THE RECEIVERSHIP OF
SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC.
AND 1142024 ONTARIO INC.**

AFFIDAVIT OF STEPHEN N. CHERNIAK

I, Stephen N. Cherniak, of the City of London, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Senior Vice-President of BDO Canada Limited (“BDO”), the Receiver of Sle-Co Plastics Inc. (“Plastics Inc.”), Sle-Co Properties Inc. (“Properties Inc”) and 1142024 Ontario Inc. (“1142024” and collectively with Plastics and Properties, the “Companies”) and, as such, I have knowledge of the matters hereinafter deposed to.
2. By Order dated January 17, 2020 BDO Canada Limited was appointed as Receiver of Plastics Inc., Properties Inc. and 1142024 (the “Receiver”).
3. The Receiver’s First Report to the Court was approved by Justice Grace on June 15, 2020, save and except for the activities described in section 4.14 (a) of the First Report, the approval of which was reserved until a later report of the Receiver. The first account of the Receiver for the period December 23, 2019 to April 30, 2020 was also approved by the Order of Justice Grace on June 15, 2020.
4. The Receiver’s Second Report to the Court was approved by Justice Tranquilli on November 13, 2020. The second account of the Receiver for the period May 1, 2020 to September 30, 2020 was also approved by the Order of Justice Tranquilli on November 13, 2020.
5. Since the date of its last account the Receiver has been engaged in the following:

- Prepare Receiver's Statement of Receipts and Disbursements for USD and CAD accounts, Second Report Report to Court of the Receiver and Confidential Supplement to Second Report and attend Court hearing by teleconference on November 13, 2020;
- Telephone calls and correspondence with representatives of Canada Revenue Agency ("CRA") regarding 2017 and 2018 Scientific Research and Experimental Development ("SRED") claims, property proof of claim filed by CRA and timetable for distribution;
- Prepare and file numerous outstanding HST returns for Plastics Inc. and Properties Inc.;
- Following Court approval, complete the sale of 400 South Edgeware Road ("400 South Edgeware") to 1803299 Ontario Inc. including various pre and post closing arrangements with buyer regarding waste clean-up, utilities and other matters;
- Distribute funds to RBC and Rassaun Services Inc. as per November 13, 2020 Ancillary Order;
- Arrange access to Sle-Co accounting system, obtain numerous bank statements from Libro Credit Union and RBC, and compile schedules of Properties Inc. expenses paid by Receiver to assist Davis Martindale LLP ("DM") in preparing financial statements for the Companies;
- Review and approve financial statements and T2 corporation income tax returns prepared by DM for each of the Companies for various year ends from April 30, 2019 through April 30, 2021;
- Review Notices of assessment and reassessment received from CRA for corporation income tax, including loss carry backs and SRED, and prepare schedule of proposed distribution to CRA after offset of credit amounts;
- Correspond with Marsh Canada Inc. to cancel insurance coverage upon sale of 400 South Edgeware and recover unused premium;
- Prepare and distribute 2020 T4A slips to former Plastics Inc. employees engaged by Receiver as independent contractors;

- Prepare Receiver's Statement of Receipts and Disbursements for USD and CAD accounts and Third Report to Court of the Receiver;
 - Approve and process weekly payroll and supplier payments, arrange records retention and destruction and other day to day operational matters.
 - Continue security and fire system monitoring and inspections of fire system by Troy Life and Fire Safety to December 1, 2020;
 - Various phone calls and correspondence with former employees, the stakeholders and their respective counsel.
6. In the course of performing the duties pursuant to the Order and as set out above at paragraph 5, the Receiver's staff expended 326.4 hours for the period of October 1, 2020 through June 21, 2021. The Receiver's final invoice dated June 21, 2021 includes a provision to finalize the administration of the estate, based on time incurred at normal hourly rates, but not to exceed \$25,000. Attached hereto and marked as Exhibit "A" to this my Affidavit is the account of the Receiver together with a summary sheet.
 7. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other insolvency practitioners in the Ontario mid-market for providing similar insolvency and restructuring services.
 8. The hourly billing rates outlined in Exhibit "A" to this my Affidavit are not more than the normal hourly rates charged by BDO Canada Limited for services rendered in relation to similar proceedings.
 9. I verily believe that the fees and disbursements incurred by the Receiver are fair and reasonable in the circumstances.
 10. This Affidavit is sworn in support of the motion for approval of the Receiver's fees and disbursements and for no other or improper purposes.

SWORN BEFORE ME at the City of
London in the Province of Ontario
on the 23rd day of June, 2021



STEPHEN N. CHERNIAK, CPA, CA, CIRP
Licensed Insolvency Trustee



Commissioner for Taking Affidavits

David Randall Flett
a Commissioner, etc. Province of Ontario,
for BDO Canada Limited and EDO Canada LLP.
Expires April 24 2022

Attached is Exhibit A
To the Affidavit of Stephen N. Cherniak
Sworn the 23rd day of June 2021.



A Commissioner, Etc.

David Randall Flett
a Commissioner, etc., Province of Ontario,
for BDO Canada Limited and BDO Canada LLP.
Expires April 24, 2022

**Summary of Receiver's Accounts for the period
October 1, 2020 through June 21, 2021**

Invoice Date	Hours Expended	Fees & Disbursements	HST	Invoice Total
December 3, 2020	146.5	\$60,000.00	\$7,800.00	\$67,800.00
May 6, 2021	123.0	48,000.00	6,240.00	54,240.00
June 21, 2021	56.9	49,282.00	6,406.66	55,688.66
	326.4	\$157,282.00	\$20,446.66	\$177,728.66



Invoice # 12032020
 Sle-Co Plastics Inc.
 HST Reg # 101518124RT0001

Ontario Superior Court of Justice
 80 Dundas Street
 London, ON N6A 6A3

December 3, 2020

Re: Sle-Co Plastics Inc., Sle-Co Properties Inc.,

For professional services rendered for the period October 1, 2020 through December 1, 2020 as per the attached detail:

Our Fee	60,000.00
Disbursements :	<u>0.00</u>
Sub Total	60,000.00
HST	7,800.00
Total	<u><u>67,800.00</u></u>

REMITTANCE ADVICE

Cheque Payments to:
 BDO Canada Limited
 100-633 Colborne Street
 London, ON N6B 2V3

Invoice #	12032020
Amount	\$67,800.00

Staff	Date	Time	Narrative
Finnegan, M	10/01/2020	0.1	Email to supplier re internet service to be continued to November 30, 2020
Flett, D	10/01/2020	2.2	Email to A. Poirier of Dell Financial on status of leased equipment and provide copy of earlier Receiver letter to Dell and delivery confirmation; attend at BDO office with D. Brace to set-up stand alone accounting system for Davis Martindale access, HST returns; voice mails to/from C. Plonka of CRA re 2017 SRED claim proposal.
Cherniak, S	10/01/2020	0.1	Review of response to Dell.
Flett, D	10/02/2020	2	Email to T. Callard of Libro bank statements for numbered company predecessor to Properties Inc.; call with C. Plonka of CRA re 2017 SRED review report and proposal; email with R. Gibbons of Davis Martindale re bank statements, RC 59 authorization; email with M. Finnegan re Entegrus, continue fibre internet to Nov 30.
Finnegan, M	10/02/2020	0.2	Emails back and forth re fibre internet services termination and equipment at location.
Cherniak, S	10/02/2020	0.1	Email from Davis Martindale re CRA.
Flett, D	10/05/2020	2.8	Email with T. Callard of Libro, P. O'Gorman of RBC re requested statements for year end accounting by Davis Martindale; email to R. Gibbons of Davis Martindale re update on statements, arrangements to access Sle-Co Sage system at BDO; text message with D. Brace re Sage system access; review CRA letter re 2017 SRED claim; prepare weekly payroll summary; Start affidavit of fees for 2nd report; emails with R. Gibbons of Davis Martindale on arrangements for staff person to attend at BDO office to access Sage accounting system and HST reports.
Cherniak, S	10/05/2020	0.5	Review of emails to/from Davis Martindale re attendance at BDO office re HST returns.
Flett, D	10/06/2020	4.7	Forward weekly payroll for approval with comments and approve in RBC Express; extract bank statements from RBC Express; call with C. Plonka of CRA Appeals re 2017 SRED claim; prepare letter to CRA appeals to accept 2017 SRED and forward to M. Finnegan to be signed and issued; review email from J. Nemers of Aird Berlis and security opinion for Properties; email with D. Brace re Toshiba 1950; continue with 2nd report of Receiver - distribution, Receiver activities.
Finnegan, M	10/06/2020	1	Prepare current payroll and post Aug 11, 2020 payroll payment. Pay utility bills.
Cherniak, S	10/06/2020	0.3	Approve payroll. Deal with CRA letter re SRED.
Flett, D	10/07/2020	4.5	Review CRA claims filed and email with M. Finnegan re HST returns, Weppa statements; email to R. Gibbons of Davis Martindale with signed waiver, unfiled HST details and corporation tax comments; Continue with Receiver's 2nd report; review Troy invoice for weekly pump monitoring and forward; review Jay Okkerse contracting proof of claim, invoices and memo to S. Cherniak re construction lien claim; call with D. Brace re accounting system and access instructions, Entegrus; continue with 2nd report confidential supplement; review off site Sle-co accounting system and text message with D Brace.

Staff	Date	Time	Narrative
Cherniak, S	10/07/2020	1	Approve supplier invoice. Review of emails re Davis Martindale attendance. Execute covid form. Review of email re Okkerse lien. Send to Harrison Pensa.
Flett, D	10/08/2020	5	Review and forward Jay Okkerse contracting invoices to M. Vine of Harrison Pensa; review Harrison Pensa and S. Cherniak emails re Rassaun construction lien; call with S. Cherniak re 2nd report timetable, draft orders from Aird Berlis, order for Libro to provide fund recipient information; emails with J. Nemers of Aird Berlis re draft orders, additional items for ancillary and proposed distribution; attend at BDO office and meet with N. Mason of Davis Martindale to access Sle-co accounting system for financial statements; call and email with D. Brace re system access; further emails with S. Cherniak, J. Nemers of Aird Berlis re 2nd report, distribution and Plastics legal opinion; Continue with 2nd report of Receiver and confidential supplement.
Cherniak, S	10/08/2020	1.8	Review of draft NOM and Order. Review of Properties ILO. Discuss report with D. Flett. Review of emails from Aird Berlis re NOM and Order. Email re opinion on Plastics. Email to Harrison Pensa re Rassaun. Review of emails re Okersse.
Flett, D	10/09/2020	2.8	Email and call with M. Finnegan re bins, MCQ charges and approve payment; instructions to M. Finnegan re general ledger for court reporting; emails from S. Cherniak, T. Hogan re construction lien settlement status, motion record timing; prepare brief summary of Rassaun finance charge invoices and forward to M Vine of Harrison Pensa with comments.
Finnegan, M	10/09/2020	0.5	Bill payment. CRA correspondence re HST review, return accepted as filed.
Cherniak, S	10/09/2020	0.5	Emails re Okersse. Update on Davis Martindale visit.
Flett, D	10/13/2020	6	Prepare weekly payroll, forward and approve in RBC Express; emails with J. Norman of Arlington Machinery re Engel removal costs; continue with 2nd report and confidential supplement; email with N. Mason, R. Gibbons of Davis Martindale re HST reports, RBC bank statements needed; review receiver general ledgers and prepare statements of receipts and disbursements; review Rassaun prepared chart of lien amount forwarded by M. Vine of Harrison Pensa and email reply to explain chart and confirm pre judgment interest backed out.
Finnegan, M	10/13/2020	0.8	Bill payments, payroll and file admin.
Cherniak, S	10/13/2020	0.1	Approve payroll.

Staff	Date	Time	Narrative
Flett, D	10/14/2020	6.5	Review and revise summary of 1142024 Ontario Libro account activity; finalize statements of receipts and disbursements; continue with 2nd report to court - R&D narrative, Receiver activities, approval of 4.14 (a) of first report reserved from Ancillary order, summary of Clek issues; several emails from P. O'Gorman of RBC with requested bank statements, review, download and organize for Davis Martindale; email to P. O'Gorman to summarize statements still outstanding and additional statement request; email from R. Gibbons of Davis Martindale re status, 2020 bank statements required, bookkeeping for 1142024 Ontario; emails to R. Gibbons with Properties RBC statements and comments re 2366608 Ontario RBC account; review Libro statements on hand and email to R. Gibbons with Plastics and Properties statements and comments; email with J. Norman of Arlington.
Cherniak, S	10/14/2020	0.9	Review of email re construction liens. Emails from D. Flett re questions on report. Respond. Update on rigger payment. Email from Davis Martindale re status of f/s.
Flett, D	10/15/2020	4.2	Review, download and organize additional RBC statements from P. O'Gorman for numbered companies; email with R. Gibbons of Davis Martindale to forward Receiver summary of 114 Libro account activity; review email and invoice from Troy re monthly monitoring and forward for payment; email with R. Gibbons of Davis Martindale and forward F2019 RBC statements for 5 entities by email; review and revise draft 2nd report and confidential supplement.
Finnegan, M	10/15/2020	0.3	Cheque requisitions for bill payments.
Cherniak, S	10/15/2020	0.7	Review of Libro schedule for report. Review of emails to/from Davis Martindale re bank stmts. Review of invoice. Pay bills.
Flett, D	10/16/2020	2.3	Call with S. Cherniak re 2nd court report, Rassaun settlement status, pending legal opinion from Aird Berlis; revise and finalize draft 2nd report and forward to S. Cherniak for review.
Cherniak, S	10/16/2020	0.3	Discuss report status.
Flett, D	10/19/2020	2.7	Call with S. Cherniak to review 2nd report to court; revisions to 2nd report and supplement, prepare Metrix appraisal summary and forward report and some appendices to J. Nemers of Aird Berlis for review; email with M. Vine of Harrison Pensa, S. Cherniak re Rassaun settlement amount and review settlement calculation.
Finnegan, M	10/19/2020	0.2	Bill payment.
Cherniak, S	10/19/2020	2.2	Review of draft report and confidential supplement. Discuss edits with D. Flett. Emails re lien claims. Emails from Harrison Pensa re Rassaun. Respond.
Finnegan, M	10/20/2020	0.3	Payroll

Staff	Date	Time	Narrative
Flett, D	10/20/2020	3.5	Prepare weekly payroll, forward and approve in RBC Express; text messages with D. Brace re staffing; review Libro accounts for Sle-Co properties predecessor companies and review email with T. Callard of Libro; call with D. Orton of Entegrus re fibre service continuation, hardware recovery; review monthly HST report obtained by Davis Martindale and emails with N. Mason re questions on report, average monthly sales; emails with J. Norman of Arlington Machinery and forward revised USD invoice for recovery of labour costs; Continue affidavit of fees for 2nd report.
Cherniak, S	10/20/2020	0.2	Approve payroll. Review of email to Davis Martindale.
Flett, D	10/21/2020	4.5	Email from T. Hogan re J. Slegers proposal and CRA liability; call with S. Cherniak - review CRA claim components, HST return status and non-deemed trust portion of source deduction, 2nd report timetable; continue with affidavit of fees for 2nd report; review receiver accounting, Aisin and Inoac final payment summaries, A/R reports, Clek summary and prepare schedule of HST on uncollected accounts for adjustment on final pre Receiver return.
Flett, D	10/22/2020	0.8	Continue with affidavit of fees for 2nd report; email from R Gibbons re Properties HST.
Cherniak, S	10/22/2020	0.2	Review of emails from Davis Martindale.
Cherniak, S	10/23/2020	0.1	Call from WSIB.
Flett, D	10/26/2020	3.5	Call with W. Dowson re staffing, Toshiba 1950, 1803299 Ontario; review Properties CRA HST reports obtained by Davis Martindale; call with M. Finnegan to review mechanics of outstanding HST return filing for both companies; email with R. Gibbons, N. Mason of Davis Martindale re unfiled Plastics and Properties HST returns; review Aird Berlis revisions to, queries of Second Report and Confidential Supplement.
Finnegan, M	10/26/2020	0.5	Bill payments.
Cherniak, S	10/26/2020	1.4	Emails re HST. Discussion with D. Flett re same. Review of Aird Berlis edits. Discuss with D. Flett. Set up call for tomorrow. Review of Aird Berlis account. Approve for payment. Review of ILO. Review of Aird Berlis response to liens.
Flett, D	10/27/2020	5	Prepare weekly payroll, forward and approve in RBC Express; email and call with M. Finnegan re emptying of waste bin and approve payment; voice mail from WSIB, review query and return status with M. Finnegan and update receiver payroll summary for January 2020; emails with S. Cherniak re revisions to 2nd report; prepare September payroll summary for M. Finnegan to file WSIB; call with J. Nemers of Aird Berlis and S. Cherniak to review 2nd report revisions and J. Nemers queries; further revisions to 2nd report; email with M Vine of Harrison Pensa re Rassaun judgment; Continue with affidavit of fees for 2nd report.
Finnegan, M	10/27/2020	1	Organize bin clean out. Payroll and bill payments. Return call to WSIB re Jan/20 filing.
Cherniak, S	10/27/2020	1.7	Review of report prior to call with Aird Berlis. Approve payroll. Call with J. Nemers and D. Flett re edits to report. Call with Harrison Pensa re same. Call with CBRE re court date. Further work on report. Emails re construction liens. Review of Flett edits.

Staff	Date	Time	Narrative
Flett, D	10/28/2020	3.5	Complete affidavit of fees and forward to S. Cherniak; review Troy Fire invoices and forward monthly for payment; commission affidavit of fees; prepare summary schedule of HST return balances from May 2019 to Jan 2020 from general ledger schedules prepared by Davis Martindale from company accounting system; review Davis Martindale prepared general ledger sales and HST collected reports.
Cherniak, S	10/28/2020	0.5	Review of fee affidavit. Execute and arrange for commissioning. Sign cheques. Review invoice.
Flett, D	10/29/2020	4.5	Edits to prepare final 2nd report, confidential supplement and forwarded to J. Nemers of Aird Berlis; email, call with S. Cherniak, M. Finnegan re arrangements for finalizing and execution of report, provide fee affidavit to Aird Berlis; review emails from T. Callard of Libro, review and download requested bank statements for numbered companies; Emails to R. Gibbons of Davis Martindale to forward Libro statements for each of 3 companies; further email with R. Gibbons re accounting, statements; revise and update summary schedule of CRA liabilities and credits, review notices of assessment and notes to schedule the 2017 balance forward and HST claim applied to corporate account; review draft orders prepared by Aird Berlis and email with J. Nemers.
Finnegan, M	10/29/2020	1	Bill payments, send court report documents to Aird Berlis.
Cherniak, S	10/29/2020	0.9	Emails re finalizing report. Review of Aird Berlis fee affidavit. Review of emails to/from Davis Martindale. Review of draft orders.
Flett, D	10/30/2020	1.2	Review 2019 corporate tax assessment other CRA correspondence and Davis Martindale memo; prepare summary chart of assessment line items and forward to R. Gibbons, S. Cherniak with comments and queries re 2019 loss carry back recovery and 2017 balance forward; brief review of Receiver's motion record.
Cherniak, S	10/30/2020	0.6	Review of motion record and service list. Review of CRA notice of assessment and email to Davis Martindale.
Flett, D	11/02/2020	2.5	Review bank statements, Plastics general ledger and prepare summary of Sle-Co properties HST returns to be filed; email to P. O'Gorman re additional RBC statements; email to N. Mason of Davis Martindale re Properties HST; email and call with M. Finnegan re preparation and filing of several Plastics HST returns; update summary analysis of CRA accounts; email from G. Smith and to S. Cherniak re realizations, prior estimated security position.
Cherniak, S	11/02/2020	0.5	Review of email from RBC re updated security position. Respond. Review of email re HST.
Flett, D	11/03/2020	1.7	Prepare weekly payroll and approve in RBC Express; review Troy Fire invoice and forward; memo to S. Cherniak with schedule of Sle-Co Properties HST returns to be filed; email to M. Finnegan re Properties HST returns.

Staff	Date	Time	Narrative
Finnegan, M	11/03/2020	1	Prepare and pay payroll. Begin preparation of company o/s HST returns.
Cherniak, S	11/03/2020	0.6	Approve payroll. Review bill. Email from Libro counsel. Respond. Review of outstanding properties HST returns.
Finnegan, M	11/04/2020	0.5	Start preparing HST forms for outstanding company returns.
Cherniak, S	11/04/2020	0.3	Call from T. Hogan re Slegers. Review file. Email to T. Hogan.
Flett, D	11/05/2020	3.5	Review T. Hogan emails and A. D'Ascanio email re explanation of disbursements from 114 Libro account; calls with S. Cherniak and T. Hogan re proposed settlement with receiver of reviewable transactions from 114 Libro account and \$45K remaining funds in Sle-Co USA Libro account; attend at plant and review staffing, asset removal and clean-up status, real estate closing considerations with D. Brace, W. Dowson.
Cherniak, S	11/05/2020	1.4	Review of email from T. Hogan re Slegers settlement. Review with D. Flett. Emails to/from Aird Berlis. Call with S. Mitra. Call with T. Hogan re email.
Flett, D	11/06/2020	2.2	Review T. Hogan email, correspondence from A. D'Ascanio re settlement of reviewable transactions and review Libro statements for Sle-Co USA; Email from S. Mitra re settlement issues and approval; review and download additional RBC bank statements for Plastics, 2366608 Ontario and Properties and forward to R. Gibbons of Davis Martindale; call with W. Dowson re staffing, machine removal, waste oils, unclaimed lots; email to R. Gibbons to summarize J. Slegers disclosure of Dec. 19 / Jan 20 disbursements from 114 Ontario Libro account.
Cherniak, S	11/06/2020	0.3	Review of Aird Berlis invoice. Review of T. Hogan email re settlement with Slegers.
Finnegan, M	11/09/2020	2	Pay hydro and internet bills. Prepare payroll payments. Complete HST returns for Sleco Plastics and Sleco Properties for the company outstanding returns.
Flett, D	11/09/2020	1.7	Call with M. Finnegan re HST returns; prepare weekly payroll and email memo to S. Cherniak re plant clean-out status, staffing and approve in RBC Express; review HST return summary for filing prepared by M. Finnegan; review S. Mitra, S. Cherniak emails re proposed Slegers settlement on 114 Libro account payments.
Cherniak, S	11/09/2020	1.3	Review of emails from T. Hogan re settlement. Respond. Review of further email from S.Mitra. Call with S. Mitra re same. Review of email to A. D'Ascanio. Email re Aird Berlis fees. Approve payroll. Update on status of Infinity move out.
Flett, D	11/10/2020	1.8	Emails from S. Mitra of Aird Berlis, S. Cherniak re Slegers settlement to be addressed in next report; email to S. Cherniak re settlement of 114 Libro account payments; review Plastics HST returns and memo to CRA prepared by M. Finnegan; review receiver BDO web site and email to M. Finnegan re post motion record; download Oct 31 bank statements from RBC Express and forward to M. Finnegan; review forklift invoice and email with W. Dowson.

Staff	Date	Time	Narrative
Finnegan, M	11/10/2020	1.3	Post motion record on BDO website. File Receiver numerous HST returns.
Cherniak, S	11/10/2020	0.5	Emails from S. Mitra re settlement. Respond.
Finnegan, M	11/11/2020	0.6	Bill payment. Arrange garbage container pickup/empty. Make a payment on account re same and pay expense claim of W. Dowson.
Flett, D	11/11/2020	1.1	Emails with W. Dowson, M. Finnegan re bin empty, forklift invoice and approve payments in RBC Express; review letter from CRA re 2017 SRED claim; S. Mitra email re reviewable transactions settlement; call with M. Finnegan re 2020 T4's and options for submission to CRA.
Cherniak, S	11/11/2020	0.1	Review and approve invoice.
Flett, D	11/12/2020	0.2	T. Hogan, S. Mitra emails re court hearing, 2nd report
Cherniak, S	11/12/2020	0.2	Emails re Court.
Flett, D	11/13/2020	1.5	Attend teleconference court hearing for 2nd report and approval of 400 South Edgeware sale; call with W. Dowson re Toshiba 1950 machine removal, clean-up, waste oil and other issues; email from S. Cherniak, S. Mitra re court approvals, real estate closing.
Cherniak, S	11/13/2020	1.1	Attendance at Court re approval order.
Flett, D	11/15/2020	0.7	Several calls and emails with Alarmtech, W. Dowson, D. Brace re alarm fault, building access and weather related internet issues.
Finnegan, M	11/16/2020	0.3	Pay utility bill.
Flett, D	11/16/2020	1.3	Call with S. Cherniak to review 400 South Edgeware court approval, machine removal status, additional environmental disposal, labour and other issues; S. Mitra emails re 1830299 deposit with CBRE and surplus after CBRE commission; email with A. Brintnell of Troy Fire re sale of 400 South Edgeware and cancellation of services; calls with W. Dowson re security alarm system status, door repair, rental forklift, Toshiba 1950 removal; forward forklift invoice for payment.
Cherniak, S	11/16/2020	1.1	Update on status of equipment left in building. Call with K. MacDougall re deal. Review of orders. Review of email from CBRE re refund of commission. Approve bills. Email from creditor. Respond.
Finnegan, M	11/17/2020	1	Bill payments. Payroll.
Flett, D	11/17/2020	1.8	Review D. Brace, J. Hayne of Infinity emails and photos re waste oil and chemicals, oil spill in trenches; Call with D. Brace, W. Dowson re oil and hazardous material removal, Toshiba 1950, unclaimed lots to be removed and other issues; S. Mitra, B. Mullin of McKenzie Lake emails re real estate closing; review Nov 13 orders; emails with S. Cherniak vacating premises, oils to be removed, distribution of funds on closing; review 2017 Notice of Assessment, CRA correspondence and forward to R. Gibbons; email with R. Gibbons re accounting for payment of \$150,000 from 114 Libro account.

Staff	Date	Time	Narrative
Cherniak, S	11/17/2020	1.6	Emails re status of building. Approve payroll. Call with Lyle re end date. Emails with lawyers re closing. Review of emails with Davis Martindale re CRA NOA's. Review NOA's. Emails to/from RBC re closing and payment of funds. Review of issued and entered orders.
Flett, D	11/18/2020	1.1	Review Troy Fire invoices, monitoring reports; review emails from B. Mullin of McKenzie Lake, R. Hooke & S. Mitra of Aird Berlis re real estate closing; review City of St Thomas property search report, tax certificate and email with S. Cherniak re B. Mullin enquiry on open permits.
Finnegan, M	11/18/2020	0.2	Call from ex employee re WEPPA claim. Explained what he needs to do and sent info by email.
Cherniak, S	11/18/2020	1.2	Call from Lyle re vacate plant. Respond McKenzie Lake. Emails re closing date. Review of email from McKenzie Lake re work orders at plant. Respond to Aird Berlis.
Cherniak, S	11/19/2020	0.1	Approve bill.
Flett, D	11/23/2020	1.3	Emails with W. Dowson re hours, bin, snow removal, lot 500; call and email with M. Finnegan re MCQ bin empty, utility accounts, landscaping invoices, snow removal; email with Alarmtech re sale of building; draft email to K. Way of McLaughlin re utility accounts, fibre internet, security and fire monitoring.
Finnegan, M	11/23/2020	0.5	Arrange for garbage bin empty and replace. Payment re same. Contact Kettle Creek to confirm snow plowing not required at property.
Cherniak, S	11/23/2020	0.3	Review of email re alarm system/internet. Discuss closing issues with D. Flett.
Finnegan, M	11/24/2020	0.5	Bill payment. Payroll payment.
Flett, D	11/24/2020	1.7	Email with J. Hayne of Infinity re Apex, plant clean-out, walk through; email with S. Cherniak re labour, status of plant clean-out; prepare weekly payroll and approve in RBC Express; McKenzie Lake and Aird Berlis emails re real estate closing; email to K. Way of McLaughlin re utilities, internet and other building pre-closing matters; review draft 400 S Edgeware statement of adjustments, property tax statement and email with R. Hooke of Aird Berlis.
Cherniak, S	11/24/2020	1.2	Approve payroll. Update on staff. Review of email to purchaser. Emails from Aird Berlis re closing documents. Review of emails from McKenzie Lake re closing. Respond to Aird Berlis email re closing. Review of soa. Review of emails to/from Infinity re attendance at plant and oil removal.
Flett, D	11/25/2020	0.3	Email with M. Finnegan re utility final readings; email with Entegrus, D. Brace re recovery of fibre internet equipment; review McKenzie Lake and R. Hooke of Aird Berlis emails re real estate closing.
Cherniak, S	11/25/2020	0.4	Review of email from McKenzie Lake re closing documents. Email to Aird Berlis re same.
Finnegan, M	11/26/2020	0.6	Bill payments. Contact utility companies to arrange final reads.

Staff	Date	Time	Narrative
Flett, D	11/26/2020	1.5	Emails to K. Way of McLaughlin re utility account transfers, Troy fire monitoring and transition, Alarmtech monitoring; email to and call with A. Brintnell of Troy re cancellation of services, maintenance of monitoring post sale completion and other considerations; call with S. Cherniak re fire monitoring arrangements, closing arrangements and keys; summary of October payroll for M. Finnegan to file WSIB; review RBC Express wire payment approval limits.
Cherniak, S	11/26/2020	0.4	Emails re closing matters. Discuss with D. Flett re same.
Flett, D	11/27/2020	2.5	Attend at Sle-Co plant, walk through with W. Dowson, J. Haynes of Infinity; review email from R. Hoot of Aird Berlis and draft real estate closing documents; email with S. Cherniak re property tax arrears; call with Alarmtech at 1230 pm re alarm activate, dispatching of police; call with W. Dowson re alarm system.
Cherniak, S	11/27/2020	1.3	Review and execute sale documents. Send to Aird Berlis. Update on site visit at Sle-co.
Flett, D	11/30/2020	0.5	Text message and call with D. Brace re Entegrus equipment pick up, pre-closing clean-up; email with M. Finnegan, W. Dowson re MCQ; emails from W. Dowson re staff hours.
Finnegan, M	11/30/2020	0.3	Sale documents by courier to Aird Berlis.
Finnegan, M	12/01/2020	0.8	Arrange emptying and removal of garbage bin. Weekly payroll
Flett, D	12/01/2020	0.8	Prepare weekly payroll, forward and approve in RBC Express; email with M. Finnegan re MCQ bin, upcoming wire transfers; email with R. Hooke of Aird Berlis re key arrangements for real estate closing; email from R. Hooke re closing of sale; call with W. Dowson re closing, keys and turn over; email from G. Smith of RBC re distribution.
Cherniak, S	12/01/2020	1.1	Emails re closing issues. Update RBC re closing. Call with CBRE re same. Approve payroll.
		146.5	

Staff	Office	Position	Hourly Rate	Time
Cherniak, S	London	Sr. Vice President	\$525	29.1
Finnegan, M	London	Administration	\$175	15.5
Flett, D	London	Vice President	\$410	101.9
				146.5



Invoice # 05062021
 Sle-Co Plastics Inc.
 HST Reg # 101518124RT0001

Ontario Superior Court of Justice
 80 Dundas Street
 London, ON N6A 6A3

May 6, 2021

Re: Sle-Co Plastics Inc., Sle-Co Properties Inc.,

For professional services rendered for the period December 2, 2020 to May 5, 2021 as per the attached detail:

Our Fee	\$48,000.00
Disbursements :	<u>0.00</u>
Sub Total	48,000.00
HST	6,240.00
Total	<u>\$54,240.00</u>

REMITTANCE ADVICE

Cheque Payments to:
 BDO Canada Limited
 100-633 Colborne Street
 London, ON N6B 2V3

Invoice #	05062021
Amount	\$54,240.00

May 6, 2021

For professional services rendered

Staff	Date	Time	Narrative
Cherniak, S	12/02/2020	0.3	Review of email from McLaughlin. Review of Aird Berlis invoice. Approve for payment.
Flett, D	12/02/2020	0.3	Email with McLaughlin; email with W. Dowson re hours to real estate closing; email from A. Bissell of Troy re system inspection.
Flett, D	12/03/2020	2.8	Email with Harrison Pensa re distribution to Rassaun; email with M. Finnegan re wire to RBC; call with L. Hahn of CRA and email with S. Cherniak re post receivership HST returns, file status; emails with T. Saubolle of Marsh re sale of real estate and cancellation of insurance policy; emails and voice messages with W. Dowson, emails with M. Finnegan re payroll processing for weekend ended Nov. 29; prepare payroll for 2 days to Dec 1 and forward with comment to S. Cherniak for approval and approve in RBC Express; email with S. Cherniak re Receiver lots sold by Infinity.
Finnegan, M	12/03/2020	0.6	File administration. Final payroll processing
Cherniak, S	12/03/2020	0.7	Approve payroll. Update on Infinity clean up. Call from CRA re HST returns. Update on call.
Flett, D	12/04/2020	1.7	Review letter from WSIB; review HST assessments from May 2019 to Jan 2020 and email to R. Gibbons of Davis Martindale re assessments, application of corporation tax loss carry back refunds to HST arrears; email with Aird Berlis re real estate closing funds; call with M. Finnegan to confirm wire details for incoming funds from Aird Berlis and future distributions by Receiver.
Finnegan, M	12/04/2020	0.3	Banking information to lawyer re wire transfer.
Cherniak, S	12/04/2020	0.6	Emails re closing funds. Email re WSIB. Emails re funds re Rassaun. Review of HST correspondence.
Flett, D	12/07/2020	1.2	Email with M. Vine re distribution to Rassaun and email to M. Finnegan re instructions for Rassaun distribution; email from Aird Berlis re real estate sale proceeds and email with M. Finnegan re posting and cheque to Rassaun.
Cherniak, S	12/07/2020	0.4	Emails re wire. Review of Infinity invoice. Emails re Rassaun cheque.
Flett, D	12/08/2020	3	Review Apex invoice, email with S. Cherniak and approve payment in RBC Express; review RBC wire information and calls, email with M. Finnegan re wire \$5.0 mil to RBC and approve in RBC Express; email with W. Dowson, M. Finnegan re forklift invoice and approve in RBC Express; review payment error report in RBC Express and email with M. Finnegan re Nov. 24 payroll amount; call with M. Finnegan re D. Brace Nov 24 payment error and approve

Staff	Date	Time	Narrative
			modified payment in RBC Express; review of various CRA assessments for HST and corporation tax and revise/update summary schedule; review estimated security position at Aug 28 2020.
Finnegan, M	12/08/2020	2	Executing wire transfer payments to supplier and to RBC for secured creditor payment. Reviewing banking ensuring all payments correctly posted.
Cherniak, S	12/08/2020	0.6	Deal with wire transfer. Approve Infinity invoice. Email to RBC. Review of RBC email to Harrison Pensa and response.
Flett, D	12/09/2020	2.5	Review of numerous CRA assessments for HST, corporation tax, expand summary and attempt to reconcile 2017 loss carryback; email to R. Gibbons with summary of corporation tax status by year and request to confirm 2017 loss carryback recovery.
Cherniak, S	12/09/2020	0.3	Review of CRA email from BDO to DM.
Flett, D	12/10/2020	2.3	Review A. Schiappa email re Ontario R&D tax credit and Sept 1, 2020 corporation notice of assessment; prepare summary schedule of CRA accounts payroll and income tax accounts for presentation purposes; review proofs of claim filed by CRA; memo to S. Cherniak re 2017 corporation tax, approach to resolve CRA claim.
Cherniak, S	12/10/2020	0.2	Emails re CRA claim.
Finnegan, M	12/14/2020	0.5	Bill payments.
Flett, D	12/21/2020	0.6	Email with B. Winning of Infinity re proceeds of lots sold for Receiver, review summary provided, forward USD wire information and advise M. Finnegan; prepare Receiver's invoice, forward and further email with B. Winning, M. Finnegan.
Cherniak, S	12/21/2020	0.3	Emails re funds from Infinity.
Flett, D	12/22/2020	3.5	Add notes to CRA account summary schedule, forward to S. Cherniak to review and call re CRA accounts, non-deemed trust portions, construction lien status; prepare estimated realization and future distribution schedule with explanatory notes for RBC; review receiver HST account notice of assessment and review refund status with M. Finnegan; review Receiver bank account activity re estimated realizations, Infinity wire and email with B. Winning; review recent email with Dell Financial and email with S. Cherniak re enquiry.
Finnegan, M	12/22/2020	0.1	Provide HST return details.
Cherniak, S	12/22/2020	0.8	Email from RBC re security update. Call with D. Flett re same. Review CRA chart. Review schedule. Emails re Dell equipment.
Finnegan, M	12/23/2020	0.1	Receipt and post US funds payment from Infinity
Finnegan, M	12/23/2020	0.5	Confirm to RBC that cheque to Rasan was legitimate. File HST return.

Staff	Date	Time	Narrative
Flett, D	12/23/2020	2.1	Review S. Cherniak email to G. Smith re estimated realizations, CRA, future distributions; S. Cherniak and G. Hardmann emails re possible tax liability on sale of real estate; review corporation tax notices of assessment; emails with S. Cherniak re possible gain on real estate, operating gain or loss in Sle-Co Properties and related considerations; reply to G. Smith query re estimated realizations; further email with G. Smith re USD realizations and conversion; review statement of adjustment for 400 South Edgeware and email with S. Cherniak re closing documents.
Cherniak, S	12/23/2020	0.9	Draft and send email re security position. Review responses and follow up. Email to tax group re capital gains. Review response and respond.
Flett, D	12/29/2020	3.3	Prepare revised security position for RBC based on updated loan balances provided and inclusion of settlement amount; forward draft to S. Cherniak with comments re RBC loan and USD lease balances; compare loan outstanding to January 15, 2020 schedule; emails with S. Cherniak, G. Smith re lease balances, payout amounts and variance re January 2020 RBC schedule; further revisions based on revised lease balances and emails with G. Smith.
Flett, D	12/30/2020	1.3	Email with G. Smith, S. Cherniak re revised security position, low high range variables and sale of real estate; email to R. Gibbons of Davis Martindale re status of Sle-Co Properties financial statements, post receivership losses and inclusion of building related expenses paid by Receiver.
Cherniak, S	01/01/2021	0.5	Emails re revised security position. Review of changes. Send to RBC.
Cherniak, S	01/02/2021	0.4	Further emails re security position. Send final position. Emails to/from RBC.
Flett, D	01/04/2021	0.3	T. Hogan, S. Cherniak emails re status, CRA timetable to close; call with S. Cherniak re CRA issues and estimated liability, 2020 T4's, financial statements and tax returns for properties.
Cherniak, S	01/04/2021	0.7	Call from T. Hogan re update on file. Email update re email from T. Hogan. Discuss CRA and Davis Martindale matters with D. Flett.
Flett, D	01/05/2021	0.4	Review 2020 t4 status and considerations, receiver T4A's with M. Finnegan; review Sle-Co Properties HST assessments.
Hooper, L	01/06/2021	0.1	Banking
Flett, D	01/06/2021	1.3	Summarize payroll information for November WSIB and forward to M. Finnegan with instructions; update Receiver post February 28 payroll schedule to summarize for T4A preparation; review pre-receivership payroll information and 2020 T4 summary; reconcile cumulative receiver payroll to weekly payrolls re T4a's.
Finnegan, M	01/07/2021	0.7	Review 2020 T4's, look for dollar difference between T4s and T4 summary.

Staff	Date	Time	Narrative
Flett, D	01/07/2021	3.3	Review 2020 T4 issues with M. Finnegan - duplicate T4 and reconcile of difference vs. T4 summary; reconcile Receiver cumulative payroll report to weekly payroll amounts, identify cancelled items in January 31, 2020 payroll and balance to weekly payrolls; combine cumulative payroll report from Sage with payrolls from March 13, 2020 paid directly by receiver to prepare schedule for Receiver T4A's to be issued.
Flett, D	01/08/2021	0.8	Voice mail from T. Smith of CRA re source deduction claims, review claims filed and voice mail message in response; update receiver CRA account summary; review and finalize T4A summary schedule; email from G. Smith, C Lu of RBC re RBC internal ISDA forms.
Cherniak, S	01/08/2021	0.3	Emails re FATCA reporting for US account. Responses.
Flett, D	01/11/2021	2.2	Call with S. Cherniak re CRA status, call from T. Smith, approach and timing to resolve; review 2020 T4 summary and related notes to file; voice mail for T. Hahn of CRA re 2020 T4 submission; call with M. Finnegan re 2020 T4's, GL reports for Sle-co Properties fiscal 2020; review prior correspondence and email to T. Saubolle re Receiver policy cancellation and refund and review of endorsements, credit invoices provided in reply; prepare schedule of F2020 Properties expenses paid by Receiver from GL reports.
Finnegan, M	01/11/2021	0.5	Remit WSIB payment. Provide excel documents for GL's for costs of repair and maintenance, insurance and utilities.
Cherniak, S	01/11/2021	0.6	Review Aird Berlis invoice, sign cheque. Review emails re insurance. Discussion re call with CRA and tax returns.
Finnegan, M	01/12/2021	0.4	Pay final gas bill. Pay legal fee bill
Flett, D	01/12/2021	2.6	Continue schedule of Receiver expenses for April 30, 20 Sle-Co Properties year end including review of property tax statements, insurance premium allocation and notes to schedule; review Properties expenses schedule with S. Cherniak; call with M. Finnegan re 2020 T4s, issue with corrected Cowan T4, duplicate T4's in Wiebe SIN; voice mail from and lengthy call with L. Hahn of CRA re posting of 2020 T4's to CRA system, Wiebe T4, correct SIN and box 14 for Cowan T4; review Receiver payroll summary and reconcile Cowan T4 and notes to file;
Cherniak, S	01/12/2021	0.3	Review of correspondence to Davis Martindale re tax returns. Update on HST.
Flett, D	01/13/2021	2.2	Voice mail from and call with T. Smith of CRA re deemed trust claims received, status, corporation income tax still to be assessed and future distribution; notes to file re CRA and memo to S. Cherniak re deemed trust claim; update and revise CRA account summary; email to R. Gibbons of Davis Martindale with summary schedule and back-up for 2020 expenses; prepare memo to S. Cherniak to summarize status and resolution re 2020 T4's and Receiver T4a's; review HST return filing for Dec. 2020, Sle-Co Properties HST status with M. Finnegan.

Staff	Date	Time	Narrative
Cherniak, S	01/13/2021	0.5	Update on CRA. Review of email to Davis Martindale. Review of email re T4's and T4a's
Flett, D	01/14/2021	0.5	Email with M. Finnegan, S. Cherniak re T4A preparation and process; email with R. Gibbons of Davis Martindale; approve MCQ payment in RBC Express; email from T. Saubolle of Marsh with CGL cancellation and credit invoice; call with S. Cherniak re CRA, HST, insurance refund.
Finnegan, M	01/14/2021	0.3	Pay final bill for MCQ handling of bins.
Cherniak, S	01/14/2021	0.2	Update from Davis Martindale on tax returns. Update on insurance.
Flett, D	01/15/2021	0.4	Review receiver bank account activity report; call with M. Finnegan re process for preparation of Receiver T4a's, excel summary schedule, mailing of T4's and T4a's
Finnegan, M	01/15/2021	0.5	Prepare tax prep file for input of T4As.
Flett, D	01/18/2021	0.3	Review final hydro bill and email with M. Finnegan re insurance credit invoices and expected refund.
Finnegan, M	01/18/2021	2	Receipt and deposit HST refund. Begin to input T4as
Finnegan, M	01/19/2021	5	Inputting T4A info for employees
Flett, D	01/20/2021	0.7	Emails with R. Gibbons of Davis Martindale re Sle-Co USA corporate seal; prepare letter with Receiver incoming wire information for T. Saubolle of Marsh Canada and related email with M. Finnegan.
Finnegan, M	01/20/2021	1	Inputting T4As, edit to letter to insurance company.
Cherniak, S	01/20/2021	0.4	Review of emails to Davis Martindale. Review of draft letter to insurer.
Finnegan, M	01/21/2021	1	Inputting and reviewing T4A entries.
Flett, D	01/21/2021	0.3	Email with T. Saubolle of Marsh; review T4A summary and emails with M. Finnegan re Receiver T4a's
Flett, D	01/25/2021	1.6	Review and revised employee letter to accompany T4a's; email with S. Cherniak re Hoekstra T4A; call with M. Finnegan re T4A's and revise summary schedule re Hoekstra payment; email to M. Finnegan re T4A instructions; review RBC Receiver account activity.
Cherniak, S	01/25/2021	0.4	Emails re T4a's. Email from RBC. Respond.
Flett, D	01/27/2021	0.5	Review T4, T4A status and revisions with M. Finnegan; email to R. Hook of Aird Berlis re real estate closing documents; email to R. Gibbons of Davis Martindale re update; email with T. Saubolle of Marsh re wire of refund.
Cherniak, S	01/27/2021	0.2	Review of email to Aird Berlis. Update on dealings with Davis Martindale.
Finnegan, M	01/27/2021	0.5	Input T4as
Finnegan, M	01/28/2021	0.5	Input and print T4as
Flett, D	02/01/2021	3.3	Email with T. Saubolle of Marsh re insurance refund; Start third report of Receiver - background, purpose, Libro and assignment of J. Slegers settlement.
Cherniak, S	02/01/2021	0.2	Review of correspondence from Aird Berlis.

Staff	Date	Time	Narrative
Flett, D	02/02/2021	2.7	Review 404 South Edgeware sale documents received from Aird Berlis; review and organize financial statement server documents for the 3 entities; Continue with Third Report of Receiver; email with M. Finnegan, S. Cherniak re T4A's and receiver letter to accompany; review CRA source deduction claims re 3rd report.
Cherniak, S	02/02/2021	0.1	Email re T4a's.
Flett, D	02/03/2021	2	Continue with 3rd report re CRA accounts, HST, SRED, professional fees; review CBRE statement on real estate closing and prepare memo to S. Cherniak re HST on CBRE commission and set up of 002 Receivers account for Sle-Co Properties; email to M. Finnegan re Properties HST account.
Cherniak, S	02/03/2021	0.2	Update on file. Review email re HST.
Flett, D	02/04/2021	2.2	Review Dec. 2021 HST return, USD proceeds of equipment included in Infinity sale and set up template for Jan 2021 return with HST collected in USD; email to M. Finnegan re Jan 2021 HST return; email with S. Cherniak re status of RBC USD account; email with K. Kopylec of RBC re procedure to transfer USD balance and close account; continue with 3rd report of receiver; email with M. Finnegan re 002 HST account for Properties.
Cherniak, S	02/04/2021	0.2	Emails re banking.
Finnegan, M	02/05/2021	1	T4/T4A mailing to employees.
Cherniak, S	02/05/2021	0.1	Update on US account.
Flett, D	02/05/2021	1.6	Emails with P. Sanford of RBC re process to close USD bank account; transfer funds to CAD and email to P. Sanford to confirm and M. Finnegan to post; add working schedule to December 23/20 security position and review prior estimates, funds on hand.
Finnegan, M	02/08/2021	2	Completing T4/T4A slips for mailing.
Cherniak, S	02/08/2021	0.2	Update on file. Review of email to Davis Martindale.
Flett, D	02/08/2021	1.2	Review numbered companies financial statements at April 30, 2018, corporate organization chart re accounting for and sale of 400 South Edgeware; brief memo to S. Cherniak re 2366608 Ontario statements and plant carrying cost; email with R. Gibbons of Davis Martindale and forward 400 South Edgeware sale documents.
Finnegan, M	02/09/2021	1	General banking and HST return for Jan/21 filed.
Cherniak, S	02/09/2021	0.2	Review of F/S re email from D. Flett re cost base.
Finnegan, M	02/10/2021	1	Receipt of HST refund and deposit. Final packaging T4as for mailing
Flett, D	02/10/2021	0.4	Review T4A summary, ROE, weekly payroll report and email with M. Finnegan re Babarinde T4A and T4A mailing; email to T Saubolle of Marsh.
Cherniak, S	02/10/2021	0.4	Updates on file. Review of Aird Berlis account.

Staff	Date	Time	Narrative
Flett, D	02/11/2021	0.9	Email with T. Saubolle of Marsh re premium refund; email with M. Finnegan re HST refund status, Jan 21 return, T4a's; review bank account activity and balance Marsh insurance credit invoices to wire received; email to M. Finnegan re insurance wire received with back-up and direction re posting; email with T. Saubolle of Marsh.
Finnegan, M	02/11/2021	0.2	Emails with D. Flett re HST returns and T4A addresses
Cherniak, S	02/11/2021	0.1	Update on insurance refund.
Finnegan, M	02/12/2021	0.8	Banking administration re wire transfers in and out of bank accounts. Pull reports for different GL accounts for reconciliation.
Flett, D	02/12/2021	3.2	Review CRA account summary prior to call with R. Gibbons of Davis Martindale; lengthy call with R. Gibbons re status of returns, loss carry back recoveries, Sle-Co Properties issues, London properties and potential capital gain on sale by Receiver, 1142024 transactions still to be identified; emails with M. Finnegan re T4's, post May 1, 2020 Sle-Properties general ledger summaries; prepare summary schedules of 2021 Sle-Co properties expenses and capital additions paid by Receiver.
Cherniak, S	02/12/2021	0.1	Update on taxes.
Flett, D	02/16/2021	0.7	Email with M. Finnegan re T4, T4A mailing; revise and finalize F2021 expense package for Sle-Co Properties; email to R. Gibbons of Davis Martindale to forward Properties expenses; email with K Way of McLaughlin re sub station.
Finnegan, M	02/16/2021	0.3	Bill payment
Cherniak, S	02/16/2021	0.1	Email re building. Pass on to purchaser.
Flett, D	02/18/2021	0.3	Review emails from R. Gibbons, B. Robinson re 2017 loss carryback and status; review and update CRA accounts summary schedule.
Flett, D	02/19/2021	0.2	Email from R. Gibbons re 2017 loss carryback status and review prior assessments and CRA account summary.
Flett, D	02/22/2021	1.4	Review CRA 2018, 2019 SRED report, proposal letter correspondence and Notices of Assessment; revise CRA account summary schedule, review notes of prior call and voice mail message for K. Plonka of CRA re 2018 SRED accepted as filed but not assessed; lengthy call with K. Plonka of CRA re 2018 SRED, ITC pool, 2018 non-refundable due to 2017 taxable income and update CRA account summary and notes.
Flett, D	02/25/2021	0.3	Call with S. Cherniak re: status of loss carrybacks, Davis Martindale status re statements and tax returns, considerations and preliminary estimate of income tax on 400 South Edgeware capital gain.
Cherniak, S	02/25/2021	0.6	Update from D. Flett on status of tax returns and tax liability for Plastics and Properties.
Cherniak, S	03/01/2021	0.2	Update RBC on status.

Staff	Date	Time	Narrative
Finnegan, M	03/02/2021	0.3	Call from ex employee looking for T4. Scanned copies and emailed to him.
Flett, D	03/05/2021	0.9	Updates to and continue with Third Report; review Receiver bank account activity and email with P. Sanford of RBC re USD account statement.
Flett, D	03/08/2021	0.2	CRA notice re Properties HST account; email to R. Gibbons re corporation tax notices of reassessment status.
Flett, D	03/15/2021	0.3	Emails with L. Perrault of Troy re credit on account; review emails and prior invoices; email with M. Finnegan re credit to be issued and posting.
Flett, D	03/18/2021	0.8	Review CRA account access information; review 2016 carryback status and voice mail for R. Gibbons re update, 2016 reassessment; review 2017 SRED correspondence, resolution and updates to CRA account summary schedule.
Flett, D	03/22/2021	1.4	Review 2017 notice of reassessment from lost carry backs; review 2019 notice of assessment, 1142024 demand for return and emails with M. Finnegan re CRA correspondence, refund cheque; update and revised notes to CRA account summary; compare 2017 credit from loss carry back to expected; email to R. Gibbons of Davis Martindale re CRA correspondence, 2017 assessment.
Cherniak, S	03/22/2021	0.3	Emails re CRA and application of Loss Carrybacks.
Flett, D	03/23/2021	0.4	Email, voice mail from R. Gibbons of Davis Martindale; call with R. Gibbons re return and T2 status, 1142021 issues, 2017 loss carryback recovery and other matters; review receiver bank account activity.
Flett, D	03/24/2021	1.1	Email to R. Gibbons of Davis Martindale re 1142024 statements, Properties statement status; review draft 2019 Properties financial statements, earlier Davis Martindale memo and emails to S. Cherniak, R. Gibbons; call with S. Cherniak to update on CRA matters, 2017 loss carry back recovery, capital gain on real estate and approach to final distribution by Receiver.
Cherniak, S	03/24/2021	1.1	Review of draft F/S for plastics. Update on taxes and state of returns from D. Flett. Review of emails to Davis Martindale.
Flett, D	03/25/2021	1.8	Call with M. Finnegan re T4a enquiry and review Receiver payroll register; email with R. Gibbons of Davis Martindale to obtain industry classification; call with bookkeeper for former employee to provide additional T4A information for T1 filing; call with S. Cherniak re CRA, estimated costs to complete and updated realization/shortfall estimate for RBC; email with M. Finnegan, S. Cherniak re corporation tax refund cheque received; update CRA account summary; prepare analysis of projected receiver final distribution and RBC shortfall.
Finnegan, M	03/25/2021	0.6	Receipt and deposit refund payment. Receipt and deposit of CRA RC0001 cheque.
Cherniak, S	03/25/2021	0.9	Call with G. Smith re update on status of file. Call with D. Flett re RBC request for update.

Sle-Co Plastics Inc., Sle-Co Properties Inc., 1142024 Ontario Inc.

Staff	Date	Time	Narrative
Flett, D	03/26/2021	1.8	Review CRA source deduction proof of claim and non deemed trust portion; update CRA account summary and analysis ; prepare estimated final distribution, RBC position and estimated shortfall and forward to S. Cherniak with updated comments vs most recent security position.
Flett, D	03/29/2021	0.9	Review email from R. Gibbons and schedule of transfers out from 1142024 Ontario RBC account; emails with P. O'Gorman, G. Smith, A. Du of RBC re provision of transfer details and issues; review RBC account activity.
Cherniak, S	03/29/2021	0.9	Review of emails requesting info for Davis Martindale. Review responses. Call with G. Smith re update on loss provision and timing of discharge.
Flett, D	03/30/2021	0.1	Email with R Gibbons re 1142024 RBC transfers.
Flett, D	04/06/2021	0.2	Review March 31, 2021 bank statement.
Cherniak, S	04/06/2021	0.1	Review of bank statement.
Flett, D	04/09/2021	0.4	Review report of 1142024 Ontario transfers provided by RBC and email with D. Outhwaite; email with R. Gibbons of Davis Martindale re 1142024 financial statements.
Cherniak, S	04/09/2021	0.1	Review of email to/from Davis Martindale re status.
Cherniak, S	04/12/2021	0.1	Email from Davis Martindale re update.
Flett, D	04/12/2021	0.1	Email with R. Gibbons of Davis Martindale re 1142024 Ontario tax return.
Flett, D	04/14/2021	2.3	Review email from R. Gibbons and 1142024 statements, T1 filing package prepared by Davis Martindale; review Properties HST receiver account notice and call with M. Finnegan re filing HST return for period of 400 South Edgeware sale vs return period processed by CRA; forward documents to M. Finnegan for Properties HST return; review email from R Gibbons re transfer for 2016/2017 building capital additions to Properties, discuss with S. Cherniak and email to R. Gibbons to confirm.
Cherniak, S	04/14/2021	0.8	Review of emails from Davis Martindale. Execute docs for 114 return. Review of emails re deductions for Properties.
Finnegan, M	04/15/2021	0.5	File HST returns for two months.
Flett, D	04/15/2021	0.3	Review draft Properties HST return, 400 South Edgeware sale documents and email with M. Finnegan re filing.
Finnegan, M	04/23/2021	0.3	Call from ex employee with questions regarding T4A.
Flett, D	04/26/2021	0.4	Call with M. Finnegan, former employee re T4A, income taxes; review CRA payroll account NOA; emails with G. Smith re CRA, estimated realization.
Finnegan, M	04/26/2021	0.3	Call from ex employee with questions about T4A and filing their taxes.
Cherniak, S	04/26/2021	0.3	Email from RBC re update. Respond and review response.
Flett, D	04/27/2021	0.4	Email from E. Hoekstra, review Receiver payroll records and confirm vacation pay included in T4A; provide bankruptcy documents to Hoekstra; emails with R. Gibbons re T2 status for 3 companies.

Staff	Date	Time	Narrative
Cherniak, S	04/27/2021	0.3	Update from Davis Martindale on timing of returns and statements. Deal with Hoekstra query.
Flett, D	04/28/2021	0.5	Calls with former employee re T4A; review statement of affairs and email with E. Hoekstra re loan outstanding; email with S. Cherniak re security position; commence updated security position for RBC.
Cherniak, S	04/28/2021	0.3	Query from D. Flett re reporting to RBC. Further email from Hoekstra. Review response.
Flett, D	04/29/2021	1.3	Review CRA claims, account summary; prepare updated estimated security position with detailed notes.
Finnegan, M	04/30/2021	0.5	File HST return.
Cherniak, S	04/30/2021	0.2	Email from Aird Berlis. Respond.
Flett, D	05/03/2021	0.5	Emails with G. Smith, S. Cherniak re update security position, CRA amounts, RBC facility balances; revisions to security position; email from E. Chin-Sang re leases.
Cherniak, S	05/03/2021	0.4	Review of emails from RBC re security update. Respond. Discuss with D. Flett.
Cherniak, S	05/04/2021	0.3	Emails from RBC re lease balance for security position.
Flett, D	05/04/2021	0.6	Emails with G. Smith re security position, lease balances and USD exchange rate; revisions and update to security position at May 4, 2021; voice mail for R. Gibbons of Davis Martindale.
Cherniak, S	05/05/2021	0.1	Update on Net realization schedule.
		123	Total Time

Staff	Office	Position	Hourly Rate	Time
Cherniak, S	London	Sr. Vice President	\$525	18.5
Finnegan, M	London	Administration	\$175	25.3
Flett, D	London	Vice President	\$425	79.1
Hooper, L	London	Administration	\$175	0.1
				123



Invoice # 06152021
 Sle-Co Plastics Inc.
 HST Reg # 101518124RT0001

Ontario Superior Court of Justice
 80 Dundas Street
 London, ON N6A 6A3

June 21, 2021

Re: Sle-Co Plastics Inc., Sle-Co Properties Inc.,

For professional services rendered for the period May 5, 2021 to June 21, 2021 as per the attached detail:

Our Fee	\$24,282.00
Disbursements :	0.00
Estimated time to complete file administration	<u>25,000.00</u>
Sub total	49,282.00
HST	6,406.66
Total	<u>\$55,688.66</u>

REMITTANCE ADVICE

Cheque Payments to:
 BDO Canada Limited
 100-633 Colborne Street
 London, ON N6B 2V3

Invoice #	06152021
Amount	\$55,688.66

June 21, 2021

For professional services rendered

Staff	Date	Time	Narrative
Finnegan, M	05/05/2021	0.5	Receipt of and deposit HST refund cheque.
Flett, D	05/05/2021	0.7	Review Receiver bank account activity; revisions and updates to RBC estimated security position; emails with R. Gibbons re estimated taxes on real estate capital gains.
Finnegan, M	05/06/2021	0.8	File administration. File HST return.
Flett, D	05/06/2021	0.8	Call with R. Gibbons re status of statements, transfer of leasehold improvements to Sle-Co Properties, estimated tax liability on capital gain; review McKenzie Lake request for employee personnel file and email with N. Mason, email with G. Smith re June 2021 exposure sheet balances and revisions to security position; further email with R. Gibbons.
Cherniak, S	05/06/2021	0.6	Review of emails with RBC re security position. Update from Davis Martindale on capital gain. Email from McKenzie Lake re employee info. Review and respond.
Flett, D	05/07/2021	0.7	Email from Davis Martindale re revised cost calculation and tax estimate; call with R. Gibbons re revised Davis Martindale cost base and calculation of income tax payable on 400 South Edgeware sale; revised security position and notes re provision for capital gain tax.
Cherniak, S	05/07/2021	0.5	Deal with request for employee info. Update on capital gain calculations.
Flett, D	05/10/2021	0.6	Finalize draft security position and forward to S. Cherniak with comments and explanation re capital gain tax; call with S. Cherniak re capital gain, returns to be filed; prepare email to G Smith with comments re security position.
Finnegan, M	05/10/2021	0.4	Provide copies of ex employee payroll information for 2020.
Cherniak, S	05/10/2021	0.8	Review of revised security position. Review of email from Davis Martindale. Discussion with D. Flett re same. Send info to McKenzie Lake re employee.
Flett, D	05/11/2021	0.3	Issue updated security position with comments to G. Smith at RBC; S. Cherniak, G. Smith emails re timetable to close file and distribution to RBC.
Cherniak, S	05/11/2021	0.3	Review of email to RBC re security position. Respond to queries from RBC on timing of finalization of Receivership.

Sle-Co Plastics Inc., Sle-Co Properties Inc., 1142024 Ontario Inc.

Staff	Date	Time	Narrative
Flett, D	05/12/2021	0.4	Email with R. Gibbons of Davis Martindale re timetable to finalize statements, T2's for receiver final report; call with S. Cherniak to review his call with J. Nemers re CRA claims and set-off, final distribution
Cherniak, S	05/12/2021	0.9	Call with J. Nemers to discuss Receiver position on CRA set-offs on deemed trust claim. Discuss with D. Flett. Review of email to Davis Martindale re timing.
Cherniak, S	05/13/2021	0.6	Review of emails to/from Davis Martindale re status of returns. Respond.
Flett, D	05/13/2021	0.5	Brief review 1142024 Libro bank statements and emails with R. Gibbons re statement, T2 status and instructions re 1142024 statements at April 30, 2020.
Flett, D	05/17/2021	0.4	Review 2019 amended T4's from CRA and email with M. Finnegan; email with M. Finnegan re Properties HST return review; email with R. Hooke re HST indemnity on 400 South Edgeware sale, review and forward to M. Finnegan.
Finnegan, M	05/17/2021	0.5	Respond to CRA inquiry into Sleco Properties HST return. Provided requested info re return.
Cherniak, S	05/17/2021	0.2	Emails to/from Aird Berlis re HST info re audit.
Flett, D	05/18/2021	0.8	Review Jan. 17, 2020 financial statements and T2; email with R. Gibbons re statements and forward receiver signed documents; review draft 2020 Sle-Co Properties statements, receiver expense schedule and 2019 statements; email to R. Gibbons to approve 2020 and note considerations for 2021 balance sheet.
Cherniak, S	05/18/2021	0.4	Review of Sle-co tax return. Execute and review email to Davis Martindale.
Flett, D	05/19/2021	3.5	Review CRA proofs of claim; email with R. Gibbons re Plastics deemed year end date; Continue with 3rd report to court; emails with S. Cherniak re continuation of Manulife policy; emails with S. Barill re Manulife policy annual premium invoice and forward to M. Finnegan with comments; email with R. Gibbons re Plastics, Properties 2019 returns; review S. Mitra email re Slegers settlement.
Cherniak, S	05/19/2021	0.6	Emails from Davis Martindale and D. Flett re financials. Review of Properties F/S. Emails re extending Slegers insurance policy.
Flett, D	05/20/2021	3.5	Email with M. Vine re status of North Shore and Jay Okkerse construction lien claims; continue with 3rd report to court - receiver activities, distribution, CRA, R&D narrative; email from R. Gibbons re Plastics 2020.
Cherniak, S	05/20/2021	0.2	Emails to/from BDO to Harrison Pensa re liens.
Flett, D	05/21/2021	2.5	Continue with 3rd report to Court re: CRA, Distribution; prepare proposed distribution schedule for CRA claim for inclusion in 3rd report; review corporation income tax notices of assessment notices and format for 3rd report.

Staff	Date	Time	Narrative
Flett, D	05/25/2021	1.5	Continue with and revisions to 3rd report to court; call with S. Cherniak re report timing, construction liens; emails with R. Gibbons re Properties 2019 T2 filing and status of other co returns and review filing confirmation.
Cherniak, S	05/25/2021	0.2	Update on report.
Flett, D	05/26/2021	1.7	Review 2nd report receipts and disbursements; additions to 3rd report; email with R. Gibbons re 1142024 Ontario statements, London life policy redeemed and forward related documents; review email from L. Frazer of Canada life and forward to R. Gibbons; memo to S. Cherniak re draft 2020 statements for 1142024, shareholder loans and due from Plastics; review Apr. 30 2020 Properties final statements and T2.
Cherniak, S	05/26/2021	0.4	Review of email re number company tax return. Respond. Update from Davis Martindale on timing of returns.
Flett, D	05/27/2021	1.8	Emails with R. Gibbons re 2020 Properties T2, 1142024 Ontario 2020 T2, Plastics Jan 18, 2020 year end date and forward signed filing documents; review revised Properties 2020 statements; detailed email to R. Gibbons re treatment of real property sale on Properties Apr. 30, 2021 statements and provide closing statement, details of property tax closing amount allocation to 2020/21; review 1142024 final 2020 T2 package and forward to S. Cherniak to sign; revisions to 3rd report to court; review revised draft FS for Properties 2021 and email with R. Gibbons; emails to M. Vine, S. Cherniak re lien claim.
Finnegan, M	05/27/2021	0.3	File administration.
Cherniak, S	05/27/2021	0.6	Review of various emails from Davis Martindale and D. Flett re statements and tax returns. Execute tax returns.
Flett, D	05/28/2021	1.5	Email with M. Finnegan re receiver accounting ; start receipts and disbursements statement for 3rd report; call and email with M. Vine re Jay Okkerse lien claim and counsel application to extend; forward signed documents to R Gibbons re 1142024 T2 for 2020; update 3rd report.
Cherniak, S	05/28/2021	0.1	Send tax return for signature.
Flett, D	05/31/2021	0.4	Review 1142024 Ontario Notices of Assessment from Apr 30, 2019 T2 and forward to R Gibbons of Davis Martindale; update to 3rd report; email with R. Gibbons re refund.
Cherniak, S	05/31/2021	0.1	Update from Davis Martindale on tax returns.
Flett, D	06/01/2021	2.5	Updates to 3rd report; review receiver accounting and emails with M. Finnegan; prepare statements of receipts and disbursements - USD and CAD for 3rd report.

Staff	Date	Time	Narrative
Flett, D	06/02/2021	3	Continue and finalize CAD account R&D for 3rd report to court and balance to receiver GL; review banking activity; revise and continue with 3rd report - R&D, Receiver's activities; receive and review Manulife policy premium notice and forward to S. Cherniak for approval.
Laura Hooper	06/02/2021	0.1	Banking
Cherniak, S	06/02/2021	0.2	Review and approve Slegers insurance invoice.
Flett, D	06/03/2021	0.3	Email with R. Gibbons re 2021 Properties T2 filing; call with S. Cherniak re Jay Okkerse lien claim status, 3rd report timetable and distribution.
Cherniak, S	06/03/2021	0.2	Update on status of report. Review of email from Davis Martindale re final tax return.
Flett, D	06/08/2021	0.8	Email with M. Finnegan and review Properties HST refund; review 2021 and 2020 Properties T2's and Davis Martindale prepared documents; email with R. Gibbons and forward signed documents; updates to 3rd report.
Finnegan, M	06/08/2021	0.5	Receipt of and deposit HST refund for Sleco Properties.
Cherniak, S	06/08/2021	0.5	Review and sign off final tax return. Review emails to Davis Martindale.
Finnegan, M	06/09/2021	0.5	Bill payment
Flett, D	06/09/2021	1.7	Email and call with M. Vine re Jay Okkerse lien claim; brief memo to S. Cherniak re Jay Okkerse, distribution, 3rd report timing; email to M. Vine with extract from 2nd report re construction liens; revisions and updates to 3rd report; review Jan. 18, 2020 corporation tax NOA for Plastics and forward to R Gibbons; forward proposed CRA distribution schedule to S. Cherniak with comments.
Cherniak, S	06/09/2021	0.4	Review of emails from M. Vine re construction liens and how it affects report. Respond. Update on CRA.
Flett, D	06/10/2021	0.3	Call with S. Cherniak re Jay Okkerse claim, pending motion and 3rd report approach to distribution; email from S. Mitra re construction lien, approach to distribution and receiver final report.
Cherniak, S	06/10/2021	0.8	Call with D. Flett re report. Call with S. Mitra re strategy for completion. Review emails re same.
Flett, D	06/14/2021	1.5	Revisions and additions to 3rd report re Jay Okkerse lien claim, distribution and other matters; review most recent security position; forward draft report to S. Cherniak with CRA appendices.
Cherniak, S	06/14/2021	0.2	Email from RBC re timing of report. Respond.
Flett, D	06/15/2021	1.7	Various emails with SC re 3rd report; revisions to 3rd report and CRA schedule; forward draft 3rd report and appendices to J Nemers of A & B; review Davis Martindale invoices for financial statements, T2's and email with R. Gibbons.

Staff	Date	Time	Narrative
Finnegan, M	06/15/2021	0.5	File administration.
Cherniak, S	06/15/2021	1.3	Review and edit report. Emails to/from D. Flett re report. Review of Davis Martindale invoices. Review of email to Aird Berlis re report.
Flett, D	06/16/2021	1.5	Review of CRA notices of reassessment: email Aird Berlis re CRA questions and prepare detailed explanations re: CRA accounts, transfer of loss carry back refunds to HST account liability and reconciliation of amounts.
Cherniak, S	06/16/2021	0.5	Review of emails to/from J. Nemers and D. Flett re CRA claim.
Flett, D	06/17/2021	2.7	From several CRA assessments prepare summary schedule of corporation tax credit amounts transferred to HST account; lengthy call with J. Nemers re calculation of CRA distribution, corp tax transfers to HST account, Sle-Co properties HST, Slegers settlement and Receiver's assignment of claim; emails to J. Nemers to forward additional documents re CRA, Slegers; call with S. Cherniak to review call with J. Nemers, CRA distribution, report timetable; review CRA claim for 2017 corporation tax and memo to S. Cherniak with more recent 2017 notice of reassess.
Cherniak, S	06/17/2021	1.1	Discussion with D. Flett re call with J. Nemers. Review of emails re same. Review of J. Nemers edits.
Flett, D	06/18/2021	2.2	Review Aird Berlis revisions to 3rd report, emails with J. Nemers and detailed email with comments and information re notes to draft; email with S. Cherniak re revised 3rd report, Properties HST; email with M. Finnegan and review CRA cheque for 1142024 Ontario; email with J. Nemers re revisions for additional BDO comments.
Cherniak, S	06/18/2021	0.8	Finalize review of Aird Berlis edits. Review of emails to/from Aird Berlis and BDO re report.
Finnegan, M	06/21/2021	0.5	Receipt of and deposit tax refund cheque.

56.90 Total Time

Various Time to complete

Staff	Office	Position	Hourly Rate	Time
Cherniak, S	London	Sr. Vice President	\$525	12.5
Finnegan, M	London	Administration	\$175	4.5
Flett, D	London	Vice President	\$425	39.80
Hooper, L	London	Administration	\$175	0.1
				56.9

TAB G

Court File No. 35-2220172T

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

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

**SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC.,
and 1142024 ONTARIO INC.**

Defendants

**AFFIDAVIT OF DAMIAN LU
(sworn June 24, 2021)**

I, **DAMIAN LU**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

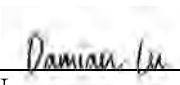
1. I am a lawyer at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP is acting as counsel for BDO Canada Limited, in its capacity as receiver (in such capacity, the “**Receiver**”), without security, of certain assets, undertakings and properties of Sle-Co Plastics Inc., Sle-Co Properties Inc., and 1142024 Ontario Inc. (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors.
2. Aird & Berlis LLP has prepared statements of account in connection with its mandate as counsel to the Receiver, detailing its services rendered and disbursements incurred, namely:
 - (a) an account dated November 30, 2020 in the amount of \$9,150.23 in respect of the period from October 1, 2020 to October 31, 2020;

- (b) an account dated December 31, 2020 in the amount of \$12,746.41 in respect of the period from November 2, 2020 to November 30, 2020;
- (c) an account dated January 31, 2021 in the amount of \$2,425.88 in respect of the period from December 1, 2020 to December 31, 2020; and
- (d) an account dated June 23, 2021 in the amount of \$5,203.09 in respect of the period from April 30, 2021 to June 18, 2021,

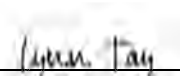
(the “**Statements of Account**”). Attached hereto and marked as **Exhibit “A”** to this Affidavit are copies of the Statements of Account. The average hourly rate of Aird & Berlis LLP is \$556.23.

- 3. Attached hereto and marked as **Exhibit “B”** to this Affidavit is a chart detailing the lawyers, law clerks and articling students who have worked on this matter.
- 4. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of Aird & Berlis LLP and the fees and disbursements detailed therein, and for no improper purpose whatsoever.

SWORN before me by video conference)
 by Damian Lu, at the City of Toronto,)
 before me on June 24, 2021 in)
 accordance with O. Reg. 431/20,)
 Administering Oath or Declaration)
 Remotely)
)
)
)
)
)
)
)
)



DAMIAN LU



 Commissioner for taking affidavits, etc.

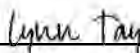
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF DAMIAN LU

Sworn before me

this 24th day of June, 2021

A handwritten signature in cursive script, appearing to read "Lynn Tay", is written over a horizontal line.

Commissioner for taking Affidavits, etc

AIRD BERLIS

Sanjeev P. Mitra
Direct: 416.865.3085
E-mail: smitra@airdberlis.com

November 30, 2020

Mr. Stephen N. Cherniak
BDO Canada Limited
100 - 633 Colborne Street
London, ON
N6B 2V3

Dear Mr. Cherniak:

**Re: Sle-Co Plastics Inc.
Our Matter No: 150905**

Enclosed please find our invoice # 688246 for services rendered to October 31, 2020. The balance due is \$9,150.23. When remitting payment, please attach the enclosed remittance slip along with your cheque.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/cd

Encl.

REMIT TO:

Aird & Berlis LLP
 Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500
 F 416.863.1515
 airdberlis.com

BDO Canada Limited

File No.: 13137-150905

Client No.: 13137

Matter No.: 150905

Invoice No.: 688246

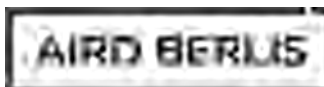
Date: November 30, 2020

REMITTANCE SLIP

Total Fees	\$7,105.00
Total Non-Taxable Disbursements	\$80.00
Total Taxable Disbursements	\$921.75
Total HST	\$1,043.48
	<hr/>
AMOUNT TO BE PAID	<u><u>\$9,150.23</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.



Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500 F 416.863.1515
 airdberlis.com

BDO Canada Limited
 100 - 633 Colborne Street
 London, ON
 N6B 2V3

Attention: Mr. Stephen N. Cherniak

Invoice No.: 688246

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13137/150905
 Client No.: 13137
 Matter No.:150905

November 30, 2020

Re: Sle-Co Plastics Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended October 31, 2020

LAWYER	DATE	TIME	VALUE	DESCRIPTION
RTH	01/10/20	0.40	\$290.00	Email from S. Mitra; Review APS; Email to S. Mitra
SPM	01/10/20	0.40	\$270.00	Email exchange with R. Hooke and J. Nemers re status and steps to be taken
JTN	01/10/20	0.10	\$43.50	Email exchange and telephone call with S. Mitra; Email exchange with R. Hooke
RTH	02/10/20	0.50	\$362.50	Review and revise vesting order; Email to Sanj, Jeremy
JTN	02/10/20	0.20	\$87.00	Email exchange with R. Hooke and S. Mitra; Telephone call with M. Vine
SRM	04/10/20	0.20	\$77.00	Order corporate profile and PPSA searches
JTN	04/10/20	2.20	\$957.00	Engaged with drafting of security opinion re Properties Inc., notice of motion and ancillary order; Email to S. Mitra, R. Hooke and S. Morris re same and next steps
SRM	05/10/20	0.30	\$115.50	Review corporate profile and verbal PPSA searches and report on same
RTH	06/10/20	0.40	\$290.00	Review opinion; Email to J. Nemers

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SRM	06/10/20	0.10	\$38.50	Review and report on certified PPSA searches
JTN	06/10/20	0.80	\$348.00	Email to London court re scheduling; Attend to related tasks; Email exchange with R. Hooke re finalizing security opinion; Attend to same; Engaged with revisions to notice of motion and ancillary order; Emails to client re same and draft AVO
JTN	08/10/20	0.20	\$87.00	Email exchanges with client re draft court relief and related matters
JTN	09/10/20	0.10	\$43.50	Email exchange with court re hearing date; Email to client re same
JTN	19/10/20	0.10	\$43.50	Email exchange with client re court materials
JTN	20/10/20	1.80	\$783.00	Engaged with review of and revisions to draft Second Report
SPM	21/10/20	0.30	\$202.50	Review email from M. Vine re analysis of Line dispute
JTN	21/10/20	1.40	\$609.00	Engaged with further review of and revisions to draft Second Report
JTN	23/10/20	0.20	\$87.00	Engaged with review of and revisions to draft confidential report
JTN	26/10/20	1.70	\$739.50	Receipt and review of email from M. Vine; Telephone call with M. Vine; Telephone call with S. Mitra; Instruct S. Moniz re preparation of fee affidavit; Engaged with drafting of additional security opinion; Engaged with further revisions to draft court materials; Email to client re same; Further email exchange with M. Vine
JTN	27/10/20	0.70	\$304.50	Attend on conference call with client re draft court materials
DYL	28/10/20	0.20	\$65.00	Swear affidavit of service
JTN	28/10/20	0.40	\$174.00	Engaged with further review of updated draft court materials; Email to client re same; Arrange for swearing of fee affidavit; Email to purchaser's counsel re court date
JTN	29/10/20	1.20	\$522.00	Engaged with further drafting of and revisions to court materials; Email to client re sign-off on draft orders; Attend to related matters

LAWYER	DATE	TIME	VALUE	DESCRIPTION
JTN	30/10/20	1.30	\$565.50	Arrange for finalization and service of motion record and related tasks
TOTAL:		<u>15.20</u>	<u>\$7,105.00</u>	

OUR FEE \$7,105.00
HST at 13% \$923.65

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Search Under P.P.S.A. \$80.00

Subject to HST

Service Provider Fee \$45.00
Corporate Search \$18.00
Photocopies/Scanning \$858.75

Total Disbursements \$921.75
HST at 13% \$119.83

AMOUNT NOW DUE

\$9,150.23

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

AIRD BERLIS

Sanjeev P. Mitra
Direct: 416.865.3085
E-mail: smitra@airdberlis.com

December 31, 2020

Mr. Stephen N. Cherniak
BDO Canada Limited
100 - 633 Colborne Street
London, ON
N6B 2V3

Dear Mr. Cherniak:

**Re: Sle-Co Plastics Inc.
Our Matter No: 150905**

Enclosed please find our invoice # 692867 for services rendered to November 30, 2020. The balance due is \$12,746.41. When remitting payment, please attach the enclosed remittance slip along with your cheque.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/tw

Encl.

REMIT TO:

Aird & Berlis LLP
 Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500
 F 416.863.1515
 airdberlis.com

BDO Canada Limited

File No.: 13137-150905

Client No.: 13137

Matter No.: 150905

Invoice No.: 692867

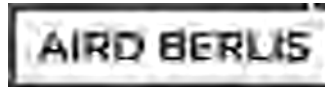
Date: December 31, 2020

REMITTANCE SLIP

Total Fees	\$10,807.50
Total Taxable Disbursements	\$472.50
Total HST	\$1,466.41
	<hr/>
AMOUNT TO BE PAID	<u><u>\$12,746.41</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.



Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500 F 416.863.1515
 airdberlis.com

BDO Canada Limited
 100 - 633 Colborne Street
 London, ON
 N6B 2V3

Attention: Mr. Stephen N. Cherniak

Invoice No.: 692867

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13137/150905
 Client No.: 13137
 Matter No.: 150905

December 31, 2020

Re: Sle-Co Plastics Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended November 30, 2020

LAWYER	DATE	TIME	VALUE	DESCRIPTION
JTN	02/11/20	0.20	\$87.00	Instruct S. Moniz re filing of materials in London and related matters; Email with L. Provost re same
JTN	04/11/20	0.10	\$43.50	Email exchange with Court office
SPM	05/11/20	0.80	\$540.00	Email exchange with client re settlement of Libro finds; Telephone call S. Cherniak; Telephone call T. Hogan
JTN	05/11/20	0.20	\$87.00	Email exchanges with client and T. Hogan re Libro-related matters
SPM	06/11/20	1.00	\$675.00	Review email from T. Hogan re settlement with Slegers; Telephone calls counsel for Slegers and RBC and report to client; Arrange for motion confirmation
JTN	06/11/20	1.00	\$435.00	Email exchanges with T. Hogan and working group re potential settlement with J. Slegers; Engaged with drafting of release agreement re same; Attend to related tasks
SPM	09/11/20	0.60	\$405.00	Review emails from T. Hogan and client and telephone call T. Hogan re settlement with Slegers

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	09/11/20	0.60	\$405.00	Review email from counsel to Slegers re settlement and email and telephone call client; Leave message for counsel for Slegers
SPM	09/11/20	0.20	\$135.00	Email exchange with counsel for Sle-co US and Slegers
JTN	09/11/20	0.20	\$87.00	Engaged with matters re motion confirmation
SPM	10/11/20	0.80	\$540.00	Email exchange and telephone call with counsel for RBC and Slegers and report to client
JTN	10/11/20	0.10	\$43.50	Email exchanges with working group re Friday's motion
SPM	13/11/20	2.40	\$1,620.00	Prepare and attend hearing on Second Report
JTN	13/11/20	0.20	\$87.00	Telephone call and email exchange with S. Mitra re preparation for and result of today's hearing
JTN	14/11/20	0.10	\$43.50	Receipt and review of Orders and endorsement from the Court
RTH	16/11/20	0.10	\$72.50	Email from S. Mitra re orders
SPM	16/11/20	0.30	\$202.50	Email exchange with client and CBRE re-release of surplus deposit
JTN	16/11/20	0.20	\$87.00	Receipt and review of email from D. Naymark and email from client re same; Telephone call with S. Mitra re typo in Endorsement from Friday's hearing
RTH	17/11/20	0.20	\$145.00	Email from S. Mitra; Email to S. Mitra, purchaser's counsel
SPM	17/11/20	0.60	\$405.00	Email exchange with counsel to purchaser and client re closing; Email exchange with counsel to RBC re-entered orders
JTN	17/11/20	0.10	\$43.50	Email exchanges with B. Mullin and client re closing
RTH	18/11/20	0.40	\$290.00	Emails from client, B. Mullins, S. Mitra; Email to B. Mullins re open permits, AVO, extension of closing
JTN	18/11/20	0.10	\$43.50	Email exchanges with working group re closing

LAWYER	DATE	TIME	VALUE	DESCRIPTION
RTH	24/11/20	1.70	\$1,232.50	Draft closing documents; Respond to requisition
SPM	24/11/20	0.40	\$270.00	Review emails from counsel for purchaser and attend to closing arrangements
RTH	25/11/20	1.20	\$870.00	Respond to requisitions; Prepare documents; Email to purchaser's counsel
SPM	25/11/20	0.40	\$270.00	Email exchange with R. Hooke re closing arrangements
JTN	25/11/20	0.10	\$43.50	Receipt and review of emails from M. Weaver and client
RTH	26/11/20	0.20	\$145.00	Email from purchaser's counsel; Telephone call to Tax Department re outstanding taxes
RTH	27/11/20	1.00	\$725.00	Email to client; Assemble documents; Email from purchaser's counsel; Email to purchaser's counsel; Prepare undertaking re taxes, direction re commission
SPM	27/11/20	0.50	\$337.50	Email exchange with client and attend to closing deliveries
JTN	27/11/20	0.30	\$130.50	Email exchange with B. Mullin re appeal periods and attend to related tasks
RTH	30/11/20	0.30	\$217.50	Email from CBRE; Email to CBRE re commission; Execute undertaking re taxes; Email from purchaser's counsel
JTN	30/11/20	0.10	\$43.50	Receipt and review of email from purchaser's counsel re closing
TOTAL:		16.70	\$10,807.50	

OUR FEE	\$10,807.50
HST at 13%	\$1,404.98

DISBURSEMENTS

Subject to HST

Binding and Tabs	\$94.25
Deliveries	\$293.25
Subsearch-Conveyancer	\$85.00
Total Disbursements	\$472.50
HST at 13%	\$61.43

AMOUNT NOW DUE	\$12,746.41
-----------------------	--------------------

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

AIRD BERLIS

Sanjeev P. Mitra
Direct: 416.865.3085
E-mail: smitra@airdberlis.com

January 31, 2021

Mr. Stephen N. Cherniak
BDO Canada Limited
100 - 633 Colborne Street
London, ON
N6B 2V3

Dear Mr. Cherniak:

**Re: Sle-Co Plastics Inc.
Our Matter No: 150905**

Enclosed please find our invoice # 695450 for services rendered to December 31, 2020. The balance due is \$2,425.88. When remitting payment, please attach the enclosed remittance slip along with your cheque.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/cd

Encl.

REMIT TO:

Aird & Berlis LLP
 Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500
 F 416.863.1515
 airdberlis.com

BDO Canada Limited

File No.: 13137-150905

Client No.: 13137

Matter No.: 150905

Invoice No.: 695450

Date: January 31, 2021

REMITTANCE SLIP

Total Fees	\$1,846.00
Total Non-Taxable Disbursements	\$50.00
Total Taxable Disbursements	\$256.55
Total HST	\$273.33
	<hr/>
AMOUNT TO BE PAID	<u><u>\$2,425.88</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.

IN ACCOUNT WITH:

167



Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500 F 416.863.1515
airdberlis.com

BDO Canada Limited
100 - 633 Colborne Street
London, ON
N6B 2V3

Attention: Mr. Stephen N. Cherniak

Invoice No.: 695450

PLEASE WRITE INVOICE NUMBERS
ON THE BACK OF ALL CHEQUES
File No.: 13137/150905
Client No.: 13137
Matter No.:150905

January 31, 2021

Re: Sle-Co Plastics Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended December 31, 2020

LAWYER	DATE	TIME	VALUE	DESCRIPTION
RTH	01/12/20	1.50	\$1,087.50	Email from purchaser's counsel; Email to client; Email to purchaser's counsel; Closing and post closing matters
JTN	01/12/20	0.10	\$43.50	Email exchange with purchaser's counsel and client re keys re closing
RTH	04/12/20	0.40	\$290.00	Email from accounting re deposit funds; Email to client; Email to Sanj; Email to client re wire
SPM	04/12/20	0.20	\$135.00	Arrange for release of funds to client from sale of real property
RTH	07/12/20	0.40	\$290.00	Arrange wire; Telephone call to client; Email to client; Email from accounting
TOTAL:		<hr/> 2.60	<hr/> \$1,846.00	

OUR FEE
HST at 13%

\$1,846.00
\$239.98

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Wire Charges \$50.00

Subject to HST

LPIC Transaction Levy \$65.00
Registrations-Conveyancer \$170.00
Deliveries \$21.55

Total Disbursements \$256.55
HST at 13% \$33.35

AMOUNT NOW DUE

\$2,425.88

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

43138229.1

AIRD BERLIS

Sanjeev P. Mitra
Direct: 416.865.3085
E-mail: smitra@airdberlis.com

June 23, 2021

Mr. Stephen N. Cherniak
BDO Canada Limited
100 - 633 Colborne Street
London, ON
N6B 2V3

Dear Mr. Cherniak:

**Re: Sle-Co Plastics Inc.
Our Matter No: 150905**

Enclosed please find our invoice # 713032 for services rendered to June 23, 2021. The balance due is \$5,203.09. When remitting payment, please attach the enclosed remittance slip along with your cheque.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/cd

Encl.

REMIT TO:

Aird & Berlis LLP
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500
F 416.863.1515
airdberlis.com

BDO Canada Limited

File No.: 13137-150905

Client No.: 13137

Matter No.: 150905

Invoice No.: 713032

Date: June 23, 2021

REMITTANCE SLIP

Total Fees	\$4,604.50
Total HST	\$598.59
	<hr/>
AMOUNT TO BE PAID	<u><u>\$5,203.09</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.



Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500 F 416.863.1515
 airdberlis.com

BDO Canada Limited
 100 - 633 Colborne Street
 London, ON
 N6B 2V3

Attention: Mr. Stephen N. Cherniak

Invoice No.: 713032

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13137/150905
 Client No.: 13137
 Matter No.:150905

June 23, 2021

Re: Sle-Co Plastics Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended June 23, 2021

LAWYER	DATE	TIME	VALUE	DESCRIPTION
JTN	30/04/21	1.30	\$617.50	Engaged with drafting of notice of motion and order re distribution and discharge hearing; Email exchange with client re same
JTN	12/05/21	0.60	\$285.00	Email exchange and telephone call with client re overall status, CRA, remaining construction lien claimants and next steps
RTH	17/05/21	0.20	\$150.00	Email from client (D. Flett); Email to client re HST
JTN	10/06/21	0.10	\$47.50	Email exchanges with client and S. Mitra re status
SPM	11/06/21	0.60	\$417.00	Telephone call S. Cherniak and telephone call M. Vine re resolution of outstanding construction lien issues; Arrange for discharge motion
JTN	15/06/21	2.30	\$1,092.50	Engaged with review of, revisions to and further drafting of draft third report and attend to related tasks
JTN	16/06/21	1.20	\$570.00	Consider CRA-related matters; Email exchanges with client re same and related calculations and questions

JTN	17/06/21	2.90	\$1,377.50	Attend on lengthy telephone call with D. Flett re CRA matters, Slegers settlement and related matters; Attend to further review of, revisions to and drafting of Third Report; Email exchanges with client re same and related matters
JTN	18/06/21	0.10	\$47.50	Email exchange with client re draft report
TOTAL:		<u>9.30</u>	<u>\$4,604.50</u>	

OUR FEE	\$4,604.50
HST at 13%	\$598.59
AMOUNT NOW DUE	<u><u>\$5,203.09</u></u>

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

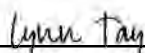
Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF DAMIAN LU

Sworn before me

this 24th day of June, 2021

A handwritten signature in cursive script, appearing to read "Lynn Tay", is written over a horizontal line.

Commissioner for taking Affidavits, etc

STATEMENT OF RESPONSIBLE INDIVIDUALS

Aird & Berlis LLP's professional fees herein are made with respect to the following individuals

Lawyer	Call to Bar	Hrly Rate	Total Time	Value
Sanj Mitra	1996	\$675.00 (2020) \$695.00 (2021)	9.50 0.60	\$6,412.50 \$417.00
Jeremy Nemers	2014	\$435.00 (2020) \$475.00 (2021)	15.50 8.50	\$6,742.50 \$4,037.50
Randy Hooke	1989	\$725.00 (2020) \$750.00 (2021)	8.70 0.20	\$6,307.50 \$150.00
Damian Lu		\$325.00	0.20	\$65.00
Law Clerk				
Shannon Morris	N/A	\$385.00	0.60	\$231.00

**Standard hourly rates listed. However, in certain circumstances adjustments to the account were made.*

ROYAL BANK OF CANADA

-and-

SLE-CO PLASTICS INC., et al.

Plaintiff

Defendants

Court File No. 35-2220172T

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

Proceedings commenced at London, Ontario

AFFIDAVIT OF DAMIAN LU

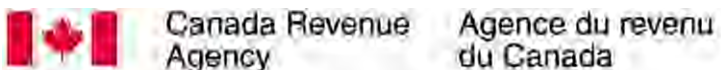
AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
Fax: (416) 863-1515
Email: smitra@airdberlis.com

Jeremy Nemers (LSO # 66410Q)
Tel: (416) 865-7724
Fax: (416) 863-1515
Email: jnemers@airdberlis.com

Lawyers for the Receiver

TAB H



BDO CANADA LIMITED
633 COLBORNE STREET, STE 100
LONDON ON N6B 2V3

Dear Sir or Madam:

Re: SLE-CO PLASTICS INC
of the City of St. Thomas in the Province of Ontario
Estate #: 35-2579681
Date of the bankruptcy: January 19, 2020

Please find enclosed our claim and supporting schedule in the above-noted insolvency event for the amount of \$1,889,108.82. Issue dividend payment directly to the Receiver General quoting the account number shown on the schedule.

Please send individual, corporate and payroll dividend payments to:
Canada Revenue Agency
PO BOX 3800 STN A
Sudbury ON P3A 0C3

Please send goods and services tax/harmonized sales tax (GST/HST) remittances, including dividend payments to the applicable tax centre (shown on your client's GST/HST return).

If you need more information about this claim, such as a more detailed breakdown of the debt, please contact the undersigned at one of the telephone numbers provided in this letter.

Yours truly,

Brian Clements

Brian Clements 1213
Revenue Collections Division

Enclosure(s)

Proof of Claim (Form 31)

(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

Send all notices or correspondence regarding this claim to the following address:

Canada Revenue Agency
Shawinigan National Verification and Collection Centre
Insolvency Intake Centre
Collections Directorate
4695 Shawinigan-Sud Blvd.
Shawinigan QC G9P 5H9

In the matter of the bankruptcy of SLE-CO PLASTICS INC of the City of St. Thomas in the Province of Ontario, and the claim of Her Majesty the Queen in Right of Canada as represented by the Minister of National Revenue, creditor.

I, Brian Clements, of the City of Hamilton in the Province of Ontario, do hereby certify:

1. That I am a resource officer/complex case officer of the Canada Revenue Agency.

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of the bankruptcy namely the 19th day of January, 2020, and still is, indebted to the creditor in the sum of \$1,889,108.82, as specified in the statement of account attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled.

4. (X) UNSECURED CLAIM of \$417,373.88. That in respect of this debt, I do not hold any assets of the debtor as security.

(X) PROPERTY CLAIM of \$1,471,734.94.

That property holding a value equal to the debt enumerated in the Schedule "A" was in possession of the debtor and still remains in the possession of the debtor and (or) the trustee. The claimant hereby claims an interest in all assets of the debtor up to the value of the property claim shown. The claimant is entitled to

demand from the trustee the return of the property.

5. That, to the best of my knowledge, the above-named creditor is not related to the debtor within the meaning of section 4 of the Act, and has not dealt with the debtor in a non-arm's length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to the debtor within the three months immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act.

NIL

Sworn before me at the City of Hamilton in the Province of Ontario, on June 11, 2020.

Brian Clements

.....
Commissioner of Oaths

.....
Signature of Claimant

Schedule "A"

Name: SLE-CO PLASTICS INC

Unsecured claim

Income Tax Act
(relating to payroll deductions for non deemed trust)Account number: 12251 6396 RP0001
Assessed period(s): 2018 and 2019
Principal: \$415,144.53
Penalty and interest: \$ 2,229.35

Total: \$417,373.88

Total Unsecured claim \$417,373.88

Property claim

Income Tax Act
(relating to payroll deductions for deemed trust)Account number: 12251 6396 RP0001
Assessed period(s): 2018 and 2019
Principal: \$1,471,734.94

Total: \$1,471,734.94

Total Property claim \$1,471,734.94

Sworn before me at the City of Hamilton in the province of
Newfoundland and Labrador, on June 11, 2020. province of Ontario,
on June 11, 2020.*Brian Clements*

.....

.....

Commissioner of Oaths

Signature of Claimant

TAB I



Summerside PE C1N 6A2

0001564

Notice details

Business number	81837 8044 RT0001
Period covered	Oct 17, 2018 - Jan 17, 2020
Date issued	Dec 15, 2020

SLE-CO PROPERTIES INC.
C/O BDO CANADA LIMITED
100 - 633 COLBORNE ST
LONDON ON N6B 2V3

Notice of assessment for goods and services tax/harmonized sales tax (GST/HST)

This notice explains the results of our assessment of your GST/HST return(s).

The amount you need to pay is **\$31,319.18**.

Thank you,

Bob Hamilton
Commissioner of Revenue

Account summary

Previous payments may not appear if they have not been processed. If you have already paid the balance owing, please ignore this request.

Total balance: \$31,319.18

Sign up for MyBA

MyBA lets you:

- Submit elections online
- View filed returns; and
- View account history.

Go to:

canada.ca/my-cra-business-account

SLE-CO PROPERTIES INC.

Notice details

Business number	81837 8044 RT0001
Period covered	Oct 17, 2018 - Jan 17, 2020
Date issued	Dec 15, 2020

GST/HST assessment**Results**

This notice explains our assessment of the GST/HST return(s) received on **November 18, 2020**, for the period shown above. It also explains any changes we made to your return(s).

Description	\$ Amount	CR
Result of this assessment	31,287.27	
Previous balance	31.91	
Total balance	31,319.18	

To view your up-to-date account information, including payment transactions, go to canada.ca/my-cra-business-account.

We may take legal action to collect debts that you do not pay voluntarily.

Need to make a payment? Pre-authorized debit is now available for businesses. You can set up a pre-authorized debit agreement using the CRA's My Business Account service. For more information on payment options, go to canada.ca/payments.

For more information, please see the "Summary" and "Explanation of changes and other important information" sections of this notice.

Please keep this notice of assessment for your records.

SLE-CO PROPERTIES INC.

Notice details

Business number	81837 8044 RT0001
Period covered	Oct 17, 2018 - Jan 17, 2020
Date issued	Dec 15, 2020

Summary

Reporting Period: Oct 17, 2018 - Oct 31, 2018

Reference Number: 20325001112370025

Sales and other revenue

Line	Description	\$ Amount	CR
101	Sales and other revenue	0.00	

Balance calculation

Line	Description	\$ Amount	CR
105	Total GST/HST and adjustments	0.00	
108	Total ITCs and adjustments	0.00	
109	Net tax assessed	0.00	
	Result of assessment	0.00	

Explanation of changes and other important informationWe processed your GST/HST return for the period ending **October 31, 2018**.

SLE-CO PROPERTIES INC.

Notice details

Business number	81837 8044 RT0001
Period covered	Oct 17, 2018 - Jan 17, 2020
Date issued	Dec 15, 2020

Summary

Reporting Period: Nov 1, 2018 - Jan 31, 2019

Reference Number: 20325001112370026

Sales and other revenue

Line	Description	\$ Amount	CR
101	Sales and other revenue	53,097.00	

Balance calculation

Line	Description	\$ Amount	CR
105	Total GST/HST and adjustments	6,902.67	
108	Total ITCs and adjustments	0.00	
109	Net tax assessed	6,902.67	
	Payment(s) applied	5,867.25	CR
	Net balance	1,035.42	
	Arrears interest	98.48	
	Failure to file penalty	41.41	
	Result of assessment	1,175.31	

Explanation of changes and other important information

We processed your GST/HST return for the period ending **January 31, 2019**.

We assessed a penalty for failing to file your return on time.

We charged arrears interest because you did not pay the amount owing by the due date.

We changed the total payment amount received to match our records. On your return, the total payment amount is **\$0.00** while the amount in our records is **\$5,867.25**.

SLE-CO PROPERTIES INC.

Notice details

Business number	81837 8044 RT0001
Period covered	Oct 17, 2018 - Jan 17, 2020
Date issued	Dec 15, 2020

Summary**Reporting Period:** Feb 1, 2019 - Apr 30, 2019**Reference Number:** 20325001112370027**Sales and other revenue**

Line	Description	\$ Amount	CR
101	Sales and other revenue	53,097.00	

Balance calculation

Line	Description	\$ Amount	CR
105	Total GST/HST and adjustments	6,902.67	
108	Total ITCs and adjustments	0.00	
109	Net tax assessed	6,902.67	
	Arrears interest	538.91	
	Failure to file penalty	276.10	
	Result of assessment	7,717.68	

Explanation of changes and other important information

We processed your GST/HST return for the period ending **April 30, 2019**.

We assessed a penalty for failing to file your return on time.

We charged arrears interest because you did not pay the amount owing by the due date.

SLE-CO PROPERTIES INC.

Notice details

Business number	81837 8044 RT0001
Period covered	Oct 17, 2018 - Jan 17, 2020
Date issued	Dec 15, 2020

Summary

Reporting Period: May 1, 2019 - Jul 31, 2019

Reference Number: 20325001112370028

Sales and other revenue

Line	Description	\$ Amount	CR
101	Sales and other revenue	53,097.00	

Balance calculation

Line	Description	\$ Amount	CR
105	Total GST/HST and adjustments	6,902.67	
108	Total ITCs and adjustments	0.00	
109	Net tax assessed	6,902.67	
	Arrears interest	423.08	
	Failure to file penalty	276.10	
	Result of assessment	7,601.85	

Explanation of changes and other important information

We processed your GST/HST return for the period ending **July 31, 2019**.

We assessed a penalty for failing to file your return on time.

We charged arrears interest because you did not pay the amount owing by the due date.

SLE-CO PROPERTIES INC.

Notice details

Business number	81837 8044 RT0001
Period covered	Oct 17, 2018 - Jan 17, 2020
Date issued	Dec 15, 2020

Summary**Reporting Period:** Aug 1, 2019 - Oct 31, 2019**Reference Number:** 20325001112370029**Sales and other revenue**

Line	Description	\$ Amount	CR
101	Sales and other revenue	53,097.00	

Balance calculation

Line	Description	\$ Amount	CR
105	Total GST/HST and adjustments	6,902.67	
108	Total ITCs and adjustments	0.00	
109	Net tax assessed	6,902.67	
	Arrears interest	309.47	
	Failure to file penalty	258.84	
	Result of assessment	7,470.98	

Explanation of changes and other important information

We processed your GST/HST return for the period ending **October 31, 2019**.

We assessed a penalty for failing to file your return on time.

We charged arrears interest because you did not pay the amount owing by the due date.

SLE-CO PROPERTIES INC.

Notice details

Business number	81837 8044 RT0001
Period covered	Oct 17, 2018 - Jan 17, 2020
Date issued	Dec 15, 2020

Summary

Reporting Period: Nov 1, 2019 - Jan 17, 2020

Reference Number: 20325001112370030

Sales and other revenue

Line	Description	\$ Amount	CR
101	Sales and other revenue	53,097.00	

Balance calculation

Line	Description	\$ Amount	CR
105	Total GST/HST and adjustments	6,902.67	
108	Total ITCs and adjustments	0.00	
109	Net tax assessed	6,902.67	
	Arrears interest	211.71	
	Failure to file penalty	207.07	
	Result of assessment	7,321.45	

Explanation of changes and other important informationWe processed your GST/HST return for the period ending **January 17, 2020**.

We assessed a penalty for failing to file your return on time.

We charged arrears interest because you did not pay the amount owing by the due date.

TAB J

Court File No. 10/19

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Lien Act*, R.S.O. 1990, c. C.30

B E T W E E N:

JAY OKKERSE CONTRACTING LTD.

Plaintiff

and

SLE-CO PLASTICS INC. and 2366608 ONTARIO INC.

Defendants

NOTICE OF MOTION

The plaintiff, Jay Okkerse Contracting Ltd., will make a motion to a Judge on Monday, July 26, 2021 at 10:00 a.m., or as soon after that time as the motion can be heard at the court house, 4 Wellington Street, St. Thomas, Ontario, N5R 2P2.

PROPOSED METHOD OF HEARING: The Motion is to be heard

- in writing under subrule 37.12.1(1) because it is
- in writing as an opposed motion under subrule 37.12.1(4);
- in person;
- by telephone conference;
- by video conference.

-2-

THE MOTION IS FOR:

- (a) An order declaring that the limitation period within which this matter is to be set down for trial, or an order made for the trial of the issue of the timeliness of preservation and perfection of the lien, is July 24, 2021.
- (b) Alternatively, if necessary, an order extending the time to July 24, 2021, by which the matter is to be set down for trial, or an order made for the trial of the issue of the timeliness of the lien;
- (c) An order, if necessary, dispensing with service, validating the method of service and/or abridging or waiving the time of filing, confirmation and service of this notice of motion and motion record so that this motion is properly returnable today; and,
- (d) Such further and other Relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- (e) The plaintiff registered a Claim for Lien in the amount of \$152,914.74 on December 28, 2018, against the property known municipally as 400 South Edgeware Road, St. Thomas (the "Property") for services provided to the defendant Sle-Co;
- (f) The Statement of Claim for this action was issued on January 24, 2019;
- (g) The Certificate of Action was issued on January 24, 2019, and registered on January 28, 2019;

-3-

- (h) On November 5, 2019, the defendant Sle-Co filed a Certificate of Filing of a Notice of Intention to Make a Proposal;
- (i) In accordance with the Notice, all proceedings against Sle-Co were stayed as of November 5, 2019;
- (j) The Royal Bank of Canada ("RBC") is the first mortgagee of the Property;
- (k) By way of a Court Order, BDO Canada Limited ("BDO") was appointed as the Receiver of Sle-Co on or about January 17, 2020, pursuant to an application by RBC and a stay of proceeding ordered;
- (l) Sle-Co filed an Assignment in Bankruptcy on January 19, 2020;
- (m) The plaintiff filed a Proof of Claim on February 13, 2020;
- (n) By way of a Court Order dated November 13, 2020, a Lienholders Holdback Fund in the sum of \$182,234 was set aside by the Receiver for the lienholders claims, including the plaintiff's (\$152,914.74);
- (o) Subject to any extensions due to the COVID-19 pandemic and the Order dated November 13, 2020, the two-year limitation to set the plaintiff's lien claim down for trial expired on January 23, 2021;
- (p) On March 20, 2020, the government of Ontario passed Ontario Regulation 73/20 under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, which suspended all limitation periods and any period of time

-4-

within which any step must be taken in any proceeding, effective March 16, 2020;

- (q) On September 14, 2020, O. Reg 73/20 was revoked under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*, S.O. 2020, c. 17. As a result, the two year limitation period to set the plaintiff's lien claim down for trial would be July 24, 2021;
- (r) Prior to and subsequent to the Order, counsel for the plaintiff continued to engage in settlement discussions with the lawyers for RBC;
- (s) Lawyers for RBC are now taking the position that the plaintiff's lien has expired as they have failed to set the matter down for trial in accordance with section 37 of the *Construction Lien Act*, R.S.O. 1990, c. C.30;
- (t) As a result of the Certificate of Filing of a Notice of Intention to make a Proposal, the proceedings in the matter were stayed;
- (u) Section 69(1) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
- (v) Section 37(1)1. and 47 of the *Construction Lien Act*, R.S.O. 1990, c. C.30;
- (w) Section 1, 2, and 4 of *Ontario Regulation 73/20* under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*, S.O. 2020, c.17;
- (x) Section 97 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (y) Rules 1.04, 2.01, 3.02, 37 and 48 of the *Rules of Civil Procedure* R.R.O. 1990, Reg. 194; and,

-5-

- (z) Such further and other grounds as the lawyers may advise.

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

- (a) The pleadings exchanged in this proceeding and the affidavit of Susie Leitao sworn June 22, 2021; and,
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court permit.

June 23, 2021

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JAY OKKERSE CONTRACTING LTD.
Plaintiff

-and- SLE-CO PLASTICS INC. et al.
Defendants

Court File No. 10/19

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Lien Act, R.S.O. 1990,
c. C.30

**PROCEEDING COMMENCED AT
ST. THOMAS, ONTARIO**

NOTICE OF MOTION

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File Number: 5118119

-2-

2. THIS COURT ORDERS that BDO, the court-appointed receiver, pay to the plaintiff the sum of \$152,914.74 from the fund currently held in trust for the benefit of the lien claimants.

(Signature of Judge)

JAY OKKERSE CONTRACTING LTD.
Plaintiff

-and- SLE-CO PLASTICS INC. et al.
Defendants

Court File No. 10/19

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Lien Act*, R.S.O. 1990,
c. C.30

PROCEEDING COMMENCED AT
ST. THOMAS, ONTARIO

ORDER

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ROYAL BANK OF CANADA

-and-

SLE-CO PLASTICS INC., et al.

Plaintiff

Defendants

Court File No. 35-2220172T

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

Proceedings commenced at London

**MOTION RECORD
(Returnable July 16, 2021)**

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