

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONORABLE MADAM

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WEDNESDAY, THE 29th

JUSTICE CONWAY

)

)

DAY OF JANUARY 2020

BETWEEN:



2644013 ONTARIO INC.

Applicant

- and -

BOMET POLYMER INC.

Respondent

**APPLICATION UNDER SECTION 101 OF THE *COURTS OF JUSTICE ACT*, RSO
1990 c C-43 and SECTION 207 OF THE *BUSINESS CORPORATIONS ACT*,
(ONTARIO), RSO 1990, c B-16, AS AMENDED**

CLAIMS PROCEDURE AND MEETING ORDER

THIS MOTION, made by **BDO CANADA LIMITED**, in its capacity as a court appointed receiver and manager (the “**Receiver**”) of the Respondent, **BOMET POLYMER INC.** (“**Bomet**”), appointed pursuant to the appointment order granted by this Court on January 13, 2020 (the “**Appointment Order**”), for, *inter alia*, an Order approving and authorizing the Claims Procedure (as defined herein) and authorizing, directing and empowering the Receiver to implement and carry out the Claims Procedure in accordance with the terms of this order (the “**Claims Procedure Order**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver dated January 16, 2020, including the First Report of the Receiver dated January 16, 2020 (the “**First Report**”) and the Second Report of the Receiver dated January 27, 2020, and on hearing the submissions of counsel for the Receiver, and any 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 Christel Paul, sworn January 16, 2020, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service and notice of this Motion is abridged and validated such that this Motion is properly returnable today, without further service or notice thereof.

MEETING OF CREDITORS

2. **THIS COURT ORDERS** that the Receiver is authorized to call and hold a meeting of creditors, to consider and approve the proposal made by the Applicant as described by the Receiver in the First Report on Wednesday, February 26, 2020 at 10:00 a.m. at the offices of BDO Canada Limited at:

25 Main Street W., Suite 510
Hamilton, ON L8P 1H1
Canada

The Receiver shall provide written notice to the Known Creditors of the date and time of such meeting.

PROPOSAL

3. **THIS COURT ORDERS** that the Receiver is authorized and directed to proceed with the proposal submitted to the Receiver by the Applicant ^{✓ for presentation ✓ B2} ~~and present it~~ to the Known Creditors at the meeting of creditors authorized to be called and held by the Receiver pursuant to this Order for voting by the Known Creditors duly in attendance in person or by proxy.

SEALING

4. **THIS COURT ORDERS** that the Confidential Supplement and the unredacted version of the Second Report be sealed, kept confidential and not form part of the public record, but rather shall be placed separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened following closing and implementation of the proposal made by the Applicant described herein or further Order of this Court.

INTERPRETATION

5. **THIS COURT ORDERS** that, for the purposes of this Claims Procedure Order, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) **"Assessments"** means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of reassessment, notice of objection, notice of appeal, audit, investigation, demand or similar request from any taxation authority;

- (b) **"Business Day"** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (c) **"Claim"** means any right or claim of any Person against Bomet, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of Bomet, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment, and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, and any other claims that would be claims provable in bankruptcy had Bomet made an assignment in bankruptcy as of the date hereof (each, a **"Claim"**, and collectively, the **"Claims"**);
- (d) **"Claim Document Package"** means a document package that contains a copy of the Instruction Letter, the Notice to Creditors, a Claim Statement and Notice of Dispute (in respect of a Claim Document Package delivered to a Known Creditor), and Instruction Letter and Proof of Claim (in respect of a Claim Document Package delivered to a Creditor other than a Known Creditor), and such other materials as the Receiver may consider appropriate or desirable;
- (e) **"Claim Statement"** means a Claim Statement, substantially in the form attached hereto as Schedule "D";

- (f) **"Claims Bar Date"** means 5:00 p.m. on May 26, 2020, or such other date as may be ordered by the Court;
- (g) **"Claims Procedure"** means the procedures set out in this Order for identifying and determining Claims against Bomet;
- (h) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (i) **"Creditor"** means any Person having or asserting a Claim;
- (j) **"Excluded Claim"** means any Claim that may be asserted by a current or previous shareholder of Bomet;
- (k) **"Instruction Letter"** means the instruction letter to Creditors, substantially in the form attached as **Schedule "A"** hereto, regarding completion by Creditors of the Proof of Claim and the Notice of Dispute;
- (l) **"Known Claim"** has the meaning set forth in paragraph 19 of this Claims Procedure Order;
- (m) **"Known Creditors"** means with respect to Bomet:
 - (i) those Creditors that the books and records of Bomet disclose were owed monies by Bomet, where such monies remain unpaid in full or in part as of the date hereof;
 - (ii) any Person who commenced a legal proceeding against Bomet in respect of a Claim; and,

- (iii) any other Creditor of whom the Receiver has knowledge as at the date of this Claims Procedure Order and for whom the Receiver has a current address or other contact information;
- (n) **"Notice of Dispute"** means a notice, substantially in the form attached hereto as Schedule "E";
- (o) **"Notice of Revision or Disallowance"** means a notice, substantially in the form attached hereto as Schedule "E";
- (p) **"Notice to Creditors"** means the notice to Creditors for publication, substantially in the form attached as Schedule "B" hereto;
- (q) **"Person"** means, without limitation, any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government authority or any agency, regulatory body, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status and whether acting on their own or in a representative capacity;
- (r) **"Proof of Claim"** means a Proof of Claim, substantially in the form attached hereto as Schedule "C";
- (s) **"Proven Claim"** means the amount of a Claim of a Creditor as finally determined in accordance with this Claims Procedure Order.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that all references to time herein shall mean Toronto Time and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

7. **THIS COURT ORDERS** that the Claims Procedure and the forms of Instruction Letter, Notice to Creditors, Claim Statement, Proof of Claim, Notice of Dispute and Notice of Revision or Disallowance are hereby approved. Notwithstanding the foregoing, the Receiver may, from time to time, make non-substantive changes to the forms as the Receiver, in its sole discretion, may consider necessary or desirable.

8. **THIS COURT ORDERS** that the Receiver is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may waive strict compliance with the requirements of this Claims Procedure Order as to completion, execution and submission of such forms and to request any further documentation from a Creditor that the Receiver may require.

9. **THIS COURT ORDERS** that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate on the Claims Bar Date.

10. **THIS COURT ORDERS** that there shall be no presumption of validity or deeming of the amount due in respect of amounts claimed in any Assessment.

11. **THIS COURT ORDERS** that copies of all forms delivered hereunder, as applicable, shall be maintained by the Receiver.

12. **THIS COURT ORDERS** that no Claim shall be determined, and no payment shall be made by Bomet in respect of any Claim, except in accordance with this Claims Procedure Order and the Claims Procedure set out herein.

13. **THIS COURT ORDERS** that that this Claims Procedure Order shall not affect Excluded Claims.

ROLE OF THE RECEIVER

14. **THIS COURT ORDERS** that the Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the Appointment Order, shall administer the Claims Procedure provided for herein and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order.

15. **THIS COURT ORDERS** that the Receiver shall (i) have all protections afforded to it by the Appointment Order, *the Business Corporations Act* (Ontario), any Orders of the Court in these proceedings and other applicable law in connection with its activities in respect of this Claims Procedure Order; and (ii) incur no liability or obligation as a result of carrying out the provisions of this Claims Procedure Order, other than in respect of gross negligence or wilful misconduct.

16. **THIS COURT ORDERS** that Bomet and its employees, agents and representatives and any other Person given notice of this Claims Procedure Order shall fully cooperate with the Receiver in the exercise of its powers and the discharge of its duties and obligations under this Claims Procedure Order.

NOTICE TO CREDITORS

17. THIS COURT ORDERS that:

- (a) the Receiver shall, not later than five (5) Business Days following the granting of the Claims Procedure Order, deliver on behalf of Bomet to each of the Known Creditors a copy of the Claim Document Package;
- (b) the Receiver shall, not later than ten (10) Business Days following the granting of the Claims Procedure Order, cause to be published the Notice to Creditors in the Brantford Expositor and, at the discretion of the Receiver, the Hamilton Spectator;
- (c) the Receiver shall, not later than five (5) Business Days following the granting of the Claims Procedure Order, post a copy of this Claims Procedure Order, the Receiver's Motion Record in respect of this Claims Procedure Order and the Claim Document Package on its website at <https://www.bdo.ca/en-ca/extranets/bpi/> ; and
- (d) the Receiver shall deliver as soon as reasonably possible following receipt of a request therefor, a copy of the Claim Document Package to any Person (i) who has not received a Claim Statement, (ii) claims to be a Creditor, and (iii) requests such material in writing.

18. THIS COURT ORDERS that that the Receiver shall be entitled to rely on the accuracy and completeness of the information obtained from the books and records of Bomet regarding the Known Creditors and the review of the Proof(s) of Claim. For greater certainty, the Receiver shall have no liability in respect of the information provided to it or otherwise obtained by it regarding

the Known Creditors and shall not be required to conduct any independent inquiry and/or investigation with respect to that information.

CLAIM STATEMENT

19. THIS COURT ORDERS that the Receiver may deliver a Claim Statement to a Known Creditor by including such Claim Statement in the Claim Document Package delivered to such Known Creditor pursuant to paragraph 17. Such Claim Statement shall be in substantially the form attached hereto as **Schedule "D"** and shall specify the amount of such Known Creditor's Claim as determined by the Receiver based on the books and records of Bomet (the "**Known Claim**").

20. THIS COURT ORDERS that any Creditor who does not dispute the amount of the Known Claim set forth in the Claim Statement delivered to such Creditor is not required to take any further action and the Claim of such Creditor shall, subject to paragraph 23, be deemed to be a Known Claim.

21. THIS COURT ORDERS that any Creditor who wishes to dispute the amount of the Known Claim set forth in the Claim Statement delivered to such Creditor or to assert an additional Claim in relation to Bomet other than the Known Claim shall be required to deliver a Notice of Dispute to the Receiver so that it is actually received by the Receiver by no later than the Claims Bar Date.

22. THIS COURT ORDERS that if, after the date on which a Claim Statement is initially delivered to a Creditor, the Receiver determines that it is appropriate to change the amount of the Known Claim set forth in such Claim Statement, the Receiver shall cause an amended Claim Statement (an "**Amended Claim Statement**") to be delivered to such Creditor, which Amended

Claim Statement and the revised Known Claim specified therein shall thereafter supersede any previous Claim Statement delivered to such Creditor. If the Creditor wishes to dispute the amount of the Known Claim set forth in the Amended Claim Statement, such Creditor shall be required to deliver a Notice of Dispute so that it is actually received by the Receiver on or before the Claims Bar Date.

23. THIS COURT ORDERS that any Creditor that does not deliver a Notice of Dispute in respect of a Claim Statement or an Amended Claim Statement, if applicable, pursuant to paragraphs 21 and 22, as applicable, shall be forever barred from disputing the amount of the Known Claim set forth in the Claim Statement or Amended Claim Statement, as applicable, and any Claim of a different nature or in excess of the amount specified in the Claim Statement or Amended Claim Statement, as applicable, shall be forever barred and extinguished.

CLAIMS BARRED

24. THIS COURT ORDERS that, subject to paragraphs 19 to 23, any Person, that does not deliver a Proof of Claim in respect of a Claim in the manner required by this Claims Procedure Order such that it is actually received by the Receiver on or before the Claims Bar Date:

- (a) shall not be entitled to receive any distribution in respect of such Claim; and,
- (b) shall be forever barred from making or enforcing such Claim against Bomet and such Claim shall be hereby extinguished without any further act or notification.

SET OFF

25. THIS COURT ORDERS that nothing in this Claims Procedure Order shall affect any right of set-off which Bomet may have against any Creditor.

TRANSFER OF CLAIMS

26. THIS COURT ORDERS that if the holder of a Claim transfers or assigns the whole of such Claim to another Person, the Receiver shall not be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Receiver and the Receiver has provided written confirmation acknowledging the transfer or assignment of such Claim, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receiving written confirmation by the Receiver acknowledging such assignment or transfer. After the Receiver has delivered a written confirmation acknowledging the notice of the transfer or assignment of a Claim, the Receiver shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which Bomet may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to Bomet. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

27. **THIS COURT ORDERS** that if a Creditor or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Receiver as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Receiver shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Creditor may, by notice in writing delivered to the Receiver, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor or in accordance with the provisions of this Claims Procedure Order.

DETERMINATION OF CLAIMS

28. **THIS COURT ORDERS** that, subject to the terms of this Claims Procedure Order, the Receiver shall review all Proofs of Claim and Notices of Dispute of Claim and may:

- (a) request additional information from a Creditor and/or Bomet to assist with such review and assessment;
- (b) request that a Creditor file a revised Proof of Claim or Notice of Dispute;
- (c) attempt to resolve and settle any issue arising in a Proof of Claim, Claim Statement, Amended Claim Statement or Notice of Dispute in respect of a Claim;

- (d) accept (in whole or in part) the amount of any Claim and notify the Creditor in writing; and
- (e) revise or disallow (in whole or in part) the amount of any Claim by delivering a Notice of Revision or Disallowance to such Creditor.

29. THIS COURT ORDERS that where a Claim has been accepted by the Receiver, such Claim shall constitute a Proven Claim.

30. THIS COURT ORDERS that if a Creditor intends to dispute its Claim as set out in a Notice of Revision or Disallowance, the Creditor shall:

- (a) notify the Receiver of the objection in writing (setting out the grounds for the objection) by registered mail, courier, facsimile or email (in PDF format) within fifteen (15) days of receipt of a Notice of Revision or Disallowance (the "**Objection**"); and
- (b) file a notice of motion with this Court for the determination of the Claim in dispute (the "**Notice of Motion**"), with a copy to be sent to the Receiver immediately after filing.

31. THIS COURT ORDERS that the Notice of Motion shall be:

- (a) supported by a sworn affidavit setting out the Creditor's basis for disputing the Notice of Revision or Disallowance; and
- (b) returnable within thirty (30) days of the date on which the Receiver received the Objection.

32. THIS COURT ORDERS that if a Creditor fails to deliver the Objection and/or the Notice of Motion in accordance with paragraphs 30 and 31 herein, the Claim shall be deemed accepted at the amount set forth in the Notice of Revision or Disallowance and the Creditor will:

- (a) where the entire Claim is disallowed:
 - (i) not be entitled to receive any distribution in these proceedings; and
 - (ii) be forever barred from making or enforcing such Claim against Bomet;
- (b) where the Claim has been revised:
 - (i) only be entitled to receive a distribution in an amount proportional to the revised amount; and
 - (ii) be forever barred from making or enforcing any Claim against Bomet greater than the revised amount and the amount of the Claim reduced by the revision will be forever extinguished.

SERVICE AND NOTICE

33. THIS COURT ORDERS that the Receiver may, unless otherwise specified by this Claims Procedure Order, serve and deliver or cause to be served and delivered the Claim Document Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel (including counsel of record in any ongoing litigation) at the physical or electronic address, as applicable, last shown on the books and

records of Bomet or set out in such Creditor's Proof of Claim or Notice of Dispute, if one has been filed. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the fourth Business Day after mailing within Canada, and the seventh Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day. Creditors who are shareholders of Bomet Polymer Inc. shall not be served by ordinary mail.

34. THIS COURT ORDERS that any notice or communication required to be provided or delivered by a Creditor to the Receiver under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:

BDO Canada Limited
in its capacity as Receiver of Bomet Polymer Inc.

25 Main Street W., Suite 510
Hamilton, ON L8P 1H1

Attention: Brad Newton, CPA, CBV, CIRP, LIT
Senior Vice President
Direct: (416) 775-7829
Mobile: (289)983-6455
bnewton@bdo.ca

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt thereof before 5:00 p.m. on a Business Day or if delivered outside of normal business hours, the next Business Day.

35. THIS COURT ORDERS that the publication of the Notice to Creditors and the mailing of the Claim Document Packages as set out in this Claims Procedure Order shall constitute good and sufficient notice to Creditors of the Claims Bar Date and the other deadlines and procedures set forth herein, and that no other form of notice or service need be given or made on any Person, and no other document or material need be served on any Person in respect of the claims procedure described herein.

36. THIS COURT ORDERS that in the event that this Claims Procedure Order is subsequently amended by further Order of the Court, the Receiver shall serve notice of such amendment on the Service List in these proceedings and the Receiver shall post such further Order on the Receiver's website and such posting shall constitute adequate notice to all Persons of such amended Claims Procedure Order.

GENERAL

37. THIS COURT ORDERS that the Receiver may from time to time apply to this Court to amend, vary, supplement or replace this Claims Procedure Order or for advice and directions concerning the discharge of its powers and duties under this Claims Procedure Order or the interpretation or application of this Claims Procedure Order.

38. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside Canada to give effect to this Claims Procedure Order and to assist the Receiver and its agents in carrying out the terms of this Claims Procedure 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 Claims Procedure Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Claims Procedure Order.

39. THIS COURT ORDERS that this Claims Procedure Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Claims Procedure Order.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JAN 29 2020

PER / PAR: 

SCHEDULE "A"
Instruction Letter

**INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE OF BOMET
POLYMER INC.**

A. CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) made January 29, 2020 (the "**Claims Procedure Order**"), BDO Canada Limited (the "**Receiver**"), in its capacity as court-appointed Receiver of Bomet Polymer Inc. (the "**Company**"), has been authorized to conduct a claims procedure (the "**Claims Procedure**") with respect to claims against the Company in accordance with the terms of the Claims Procedure Order.

Unless otherwise defined, all capitalized terms used herein shall have the meanings given to those terms in the Claims Procedure Order.

The Claims Procedure Order, the Claim Document Package, additional Proofs of Claim and related materials may be accessed from the Receiver's website at <https://www.bdo.ca/en-ca/extranets/bpi/>.

This letter provides instructions for responding to or completing the Proof of Claim or a Notice of Dispute. Reference should be made to the Claims Procedure Order for a complete description of the Claims Procedure.

The Claims Procedure is intended for any Person with any Claims of any kind or nature whatsoever against the Company, whether liquidated, unliquidated, contingent or otherwise. Please review the enclosed material for the complete definitions of a "Claim" to which the Claims Procedure applies.

All notices and enquiries with respect to the Claims Procedure should be addressed to:

BDO Canada Limited
in its capacity as Receiver of Bomet Polymer Inc.

25 Main Street W., Suite 510
Hamilton, ON L8P 1H1

Attention: Brad Newton, CPA, CBV, CIRP, LIT
Senior Vice President
Direct: (416) 775-7829
Mobile: (289)983-6455
bnewton@bdo.ca

B. FOR CREDITORS WHO RECEIVE A CLAIM STATEMENT

Certain Known Creditors of the Company will receive a Claim Statement from the Receiver specifying the amount of such Creditor's Claim as determined by the Receiver based on the books and records of the Company (the "**Known Claim**")

If you receive a Claim Statement and you do not dispute the amount of the Known Claim, you are not required to take any further action or to file a Proof of Claim with the Receiver in the Claims Procedure Order.

If you wish (a) to dispute the amount of the Known Claim set forth in the Claim Statement, or (b) to assert an additional Claim in relation to the Applicant other than the Known Claim, you are required to deliver a Notice of Dispute to the Receiver so that it is received by the Receiver **before 5:00 p.m. (Toronto Time) on May 26, 2020** (the "**Claims Bar Date**").

If a completed Notice of Dispute in respect of a Known Claim is not received by the Receiver by the Claims Bar Date, the Creditor shall be forever barred from disputing the amount of the Known Claim and any Claim of a different nature or in excess of the amount specified in the Known Claim shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE IS NOT RECEIVED BY THE RECEIVER WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE CLAIM STATEMENT WILL BE DEEMED TO BE THE CLAIM OF THE CREDITOR AND WILL BE FINAL AND BINDING ON THE CREDITOR FOR ALL PURPOSES.**

Where a Creditor sends a Notice of Dispute to the Receiver, the Receiver will review the Notice of Dispute and, as soon as reasonably practicable, provide to the Creditor a response in writing by registered mail, courier service, facsimile or email as to whether the Claim set out in the Notice of Dispute is accepted, disputed in whole, or disputed in part. Where the Claim is disputed in whole or in part, the Receiver will issue a Notice of Revision or Disallowance indicating the reasons for the dispute.

The Claims Procedure Order further provides that where a Creditor objects to a Notice of Revision or Disallowance, the Creditor must notify the Receiver of the objection in writing by registered mail, courier service, facsimile or email within fifteen (15) days of receipt of the Notice of Revision or Disallowance (the "**Objection**"). The Receiver's contact information is below:

BDO Canada Limited
in its capacity as Receiver of Bomet Polymer Inc.

25 Main Street W., Suite 510
Hamilton, ON L8P 1H1
Canada

Attention: Brad Newton, CPA, CBV, CIRP, LIT
Senior Vice President

BDO Canada Limited

Direct: (416) 775-7829

Mobile: (289)983-6455

bnewton@bdo.ca

The Creditor shall immediately thereafter serve on the Receiver, a Notice of Motion, filed at the Court and made returnable within thirty (30) days after the date that the Receiver received the Objection, for the determination of the claim in dispute. The Notice of Motion is to be supported by a sworn affidavit setting out the reasons for the dispute.

C. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

Unless you are a Known Creditor and you have received a Claim Statement, if you believe that you have a Claim against the Company, you must file a Proof of Claim with the Receiver.

All Proofs of Claim must be received by the Receiver by the Claims Bar Date.

PROOFS OF CLAIM MUST BE RECEIVED BY THE CLAIMS BAR DATE OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If

you are required to file a Proof of Claim pursuant to the Claims Procedure but do not file a Proof of Claim in respect of a Claim by the Claims Bar Date you shall not be entitled to participate in any distribution in respect of such Claim.

Additional Proof of Claim forms can be obtained by contacting the Receiver at the telephone numbers and address indicated above and providing particulars as to your name, address and facsimile number or email mail address. Additional Proof of Claim forms and related materials may be accessed from the Receiver's web site at www.kpmg.com/ca/Bomet.

Where a Creditor files a Proof of Claim with the Receiver will review the Proof of Claim and, as soon as reasonably practicable, provide to the Creditor a response in writing by registered mail, courier service, facsimile or email as to whether the Claim set out in the Proof of Claim is accepted, disputed in whole, or disputed in part. Where the Claim is disputed in whole or in part, the Receiver will issue a Notice of Revision or Disallowance indicating the reasons for the dispute.

The Claims Procedure Order further provides that where a Creditor objects to a Notice of Revision or Disallowance, the Creditor must notify the Receiver of the objection in writing by registered mail, courier service, facsimile or email within fifteen (15) days of receipt of the Notice of Revision or Disallowance. The Receiver's contact information is below:

BDO Canada Limited
in its capacity as Receiver of Bomet Polymer Inc.

25 Main Street W., Suite 510
Hamilton, ON L8P 1H1
Canada

Attention: Brad Newton, CPA, CBV, CIRP, LIT
Senior Vice President
BDO Canada Limited
Direct: (416) 775-7829
Mobile: (289)983-6455

bnewton@bdo.ca

The Creditor shall immediately thereafter serve on the Receiver, a Notice of Motion, filed at the Court and made returnable within thirty (30) days after the date that the Receiver received the Objection. The Notice of Motion is to be supported by a sworn affidavit setting out the reasons for the dispute.

DATED at Hamilton, Ontario this ___ day of January, 2020.

BDO Canada Limited in its capacity as Receiver of Bomet Polymer Inc.

SCHEDULE "B"
Notice to Creditors

RE: Notice of Call for Claims, Claims Procedure and Claims Bar Date

NOTICE IS HEREBY GIVEN THAT, by Order of the Ontario Superior Court of Justice (Commercial List) made January 29, 2020 (the "**Claims Procedure Order**"), BDO Canada Limited, in its capacity as court-appointed Receiver (the "**Receiver**") of Bomet Polymer Inc. (the "**Company**"), has been authorized to conduct a claims procedure with respect to claims against the Company in accordance with the terms of the Claims Procedure Order.

All persons, save and except for Known Creditors (as defined below), wishing to assert a Claim against the Company must file a Proof of Claim with the Receiver. **THE CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on May 26, 2020.** Proofs of Claim must be filed with the Receiver on or before the Claims Bar Date.

PROOFS OF CLAIM MUST BE RECEIVED BY THE RECEIVER BY THE CLAIMS BAR DATE OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Procedure but do not file a Proof of Claim in respect of a Claim by the Claims Bar Date, you shall not be entitled to participate in any distribution in respect of any such Claim.

Creditors that have already been identified by the Receiver and have received a Claim Statement from the Receiver ("**Known Creditors**") need not submit a Proof of Claim. Instructions regarding the Claims of Known Creditors are enclosed with the Claim Statement delivered to each Known Creditor.

The Claims Procedure Order, the Claim Document Package, additional Proofs of Claim and related materials, including the Receiver's contact information, may be accessed from the Receiver's website at <https://www.bdo.ca/en-ca/extranets/bpi/> or by emailing the Receiver at bnewton@bdo.ca.

DATED at Hamilton, Ontario this ___ day of January, 2020.

BDO Canada Limited in its capacity as Receiver of Bomet Polymer Inc.

SCHEDULE "C"
Proof of Claim Against Bomet Polymer Inc.

(hereinafter referred to as the "Company")

Please read the enclosed Instruction Letter carefully prior to completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Claims Procedure Order dated January 29, 2020.

A. Particulars of Creditor

1. Full Legal Name of Creditor: _____ (the "**Creditor**") *(Full legal name should be the name of the original Creditor, regardless of whether an assignment of a Claim has been made.)*

2. Full Mailing Address of the Creditor *(the original Creditor, not the Assignee):*

3. Telephone Number: _____
Facsimile Number: _____
Attention (Contact Person): _____

4. Has the Claim been sold, transferred or assigned by the Creditor to another party?

Yes:

No:

B. Particulars of Assignee(s) (If any):

1. Full Legal Name of Assignee(s): _____ *(If a portion of the Claim has been assigned, insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information.)*

2. Full Mailing Address of Assignee(s): _____

3. Telephone Number of Assignee(s): _____

4. Facsimile Number of Assignee(s): _____

5. Attention (Contact Person): _____

C. Proof of Claim:

I, _____ (*name of individual Creditor or Representative of Corporate Creditor*), of _____ (*City, Province or State*) do hereby certify:

(a) that I

[] am the Creditor; OR

L] am _____ (*state position or title*) of _____ (*name of Corporate Creditor*)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) the Creditor asserts its Claim against the Company;

(d) The amount of the Creditor's Claim is

\$ _____

D. Particulars of Claim:

Other than as already set out herein, the particulars of the Claim is attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

E. Filing of Claims:

The Receiver must receive this Proof of Claim before 5:00 p.m. (Toronto Time) on May 26, 2020 (the "**Claims Bar Date**").

FAILURE TO FILE YOUR PROOF OF CLAIM ON OR BEFORE THE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING BARRED AND EXTINGUISHED FOREVER, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST THE COMPANY IN RESPECT OF SUCH CLAIM.

This Proof of Claim must be delivered to the Receiver by registered mail, personal delivery, email (in PDF format), courier or facsimile at the following addresses:

BDO Canada Limited
in its capacity as Receiver of Bomet Polymer Inc.

25 Main Street W., Suite 510
Hamilton, ON L8P 1H1
Canada

Attention: Brad Newton, CPA, CBV, CIRP, LIT
Senior Vice President
BDO Canada Limited
Direct: (416) 775-7829
Mobile: (289)983-6455

bnewton@bdo.ca

SCHEDULE "D"
Claim Statement

BDO Polymer Inc. (the "**Company**")

Claim Reference Number: [Insert Claim Reference Number]

To: [Insert Name of Known Creditor] (the
"Creditor")

[Insert Address of Known Creditor]

This Claim Statement is delivered to the Creditor, as a Known Creditor of Bomet Polymer Inc. (the "**Company**"), pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) dated January 29, 2020 (the "**Claims Procedure Order**"). Pursuant to the Claims Procedure Order, the Court-appointed Receiver of the Company, BDO Canada Limited (the "**Receiver**"), has been directed to administer a Claims procedure with respect to claims against the Company in accordance with the terms of the Claims Procedure Order. Unless otherwise defined, all capitalized terms used herein have the meanings given to those terms in the Claims Procedure Order.

Amount of Claim

[Insert amount of Claim]

According to the books, records and other relevant information in the possession of the Company, the Claim of the Creditor is set out in the table below (the "**Known Claim**");

Amount is in Canadian dollars [or foreign currency]. Claims in a currency other than Canadian dollars will be converted to Canadian dollars at the Bank of Canada daily average exchange rate for the Claims Bar Date (as defined below).

If the Known Claim listed herein accurately reflects the Claim that the Creditor has in respect of the Company, you are not required to take any further action or to file a Proof of Claim with the Receiver in the Claims Procedure Order.

If the Creditor wishes to dispute the amount of the Known Claim or to assert an additional Claim in relation to the Company other than the Known Claim, the Creditor must complete the enclosed Notice of Dispute and deliver it to the Receiver such that it is received by the Receiver by no later than 5:00 p.m. (Toronto time) on May 29, 2020 (the "Claims Bar Date").

If a completed Notice of Dispute in respect of the Known Claim is not received by the Receiver by the Claims Bar Date, the Creditor shall be forever barred from disputing the amount of the Known Claim and any Claim of a different nature or in excess of the amount specified in the Known Claim shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE IS NOT RECEIVED BY THE RECEIVER WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE CLAIM STATEMENT WILL BE DEEMED TO BE THE CLAIM OF THE CREDITOR AND WILL BE FINAL AND BINDING ON THE CREDITOR FOR ALL PURPOSES.**

Creditors requiring further information or Claim documentation, or who wish to submit a Notice of Dispute, may contact the Receiver at the following address:

BDO Canada Limited
in its capacity as Receiver of Bomet Polymer Inc.

25 Main Street W., Suite 510
Hamilton, ON L8P 1H1

Attention: Brad Newton, CPA, CBV, CIRP, LIT
Senior Vice President
Direct: (416) 775-7829
Mobile: (289)983-6455
bnewton@bdo.ca

Dated at Hamilton, Ontario this _____ day of January 2020.

SCHEDULE "E"

Notice of Dispute

BOMET POLYMER INC.
(the "Company")

Capitalized terms not defined herein have the meanings given to them in the Order of the Ontario Superior Court of Justice dated January 29, 2020 (the "**Claims Procedure Order**") or the Claim Statement.

I. PARTICULARS OF CREDITOR

Claim Reference Number: [Insert Claim Reference Number listed on Claim Statement] (the "**Claim Statement**").

**Full Legal Name of
Creditor**

**Full Mailing Address of
Creditor**

Telephone Number:

Email Address

**Attention (Contact
Person)**

Have you acquired this Claim by assignment?

Yes: No: (*if yes, attach documents evidencing assignment*)

If Yes, Full Legal Name of Original Creditor(s):

II. DISPUTE OF CLAIM SET OUT IN CLAIM STATEMENT

The Creditor hereby disputes the amount of the Known Claim set out in the Claim Statement and asserts the Claim(s) as set out in the following table:

	Amount of Claim
Claim Asserted by Creditor	[Insert amount of Claim]

III. REASONS FOR DISPUTE

Provide full particulars below as to the basis for the Creditor's dispute of the Known Claim as set out in the Claim Statement and provide supporting documentation. This includes, without limitation, amounts, description of transaction(s) or agreement(s) giving rise to the Claim, the date and number of all invoices and supporting documentation, and particulars of all credits, discounts, rebates and similar items claimed. The particulars provided must support the value of the Claim as stated by the Creditor in the table above.

Dated at _____ this _____ day of _____, 2020

This Notice of Dispute **MUST** be delivered to the Receiver at the below address such that it is received by the Receiver by no later than 5:00 p.m. (Toronto time) on May 26, 2020 (the "**Claims Bar Date**"):

BDO Canada Limited
in its capacity as Receiver of Bomet Polymer Inc.

25 Main Street W., Suite 510
Hamilton, ON L8P 1H1

Attention: Brad Newton, CPA, CBV, CIRP, LIT
Senior Vice President
Direct: (416) 775-7829
Mobile: (289)983-6455
bnewton@bdo.ca

If a completed Notice of Dispute in respect of the Known Claim is not received by the Receiver by the Claims Bar Date, the Creditor shall be forever barred from disputing the amount of the Known Claim and any Claim of a different nature or in excess of the amount specified in the Known Claim shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE IS NOT RECEIVED BY THE RECEIVER WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE CLAIM STATEMENT WILL BE DEEMED TO BE THE CLAIM OF THE CREDITOR AND WILL BE FINAL AND BINDING ON THE CREDITOR FOR ALL PURPOSES.**

SCHEDULE "F"

Notice of Revision or Disallowance

NOTICE OF REVISION OR DISALLOWANCE

**BOMET POLYMER INC.
(the "Company")**

TO: _____ (the "Creditor")

DATE:

Bomet Polymer Inc., in its capacity as court-appointed Receiver (the "**Receiver**") of the Company, has reviewed the Proof of Claim [or Notice of Dispute] in respect of the above-named Creditor, and has assessed the Proof of Claim [or Notice of Dispute] in accordance with the order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued on January 29, 2020 (the "**Claims Procedure Order**").

All capitalized terms not defined herein have the meaning given to them in the Claims Procedure Order.

The Receiver has reviewed your Proof of Claim [or Notice of Dispute] in accordance with the Claims Procedure Order, and the Receiver has revised or disallowed your Proof of Claim [or Notice of Dispute], for the following reason(s):

Subject to further dispute by you in accordance with the Claims Procedure Order, your Proof of Claim will be allowed as follows:

Name of Creditor	Claim Amount per Proof of Claim [or Claim Statement]	Revised Amount of Claim
	\$	\$

IF YOU WISH TO DISPUTE THE REVISION OR DISALLOWANCE OF YOUR CLAIM AS SET FORTH HEREIN YOU MUST TAKE THE STEPS OUTLINED BELOW

The Claims Procedure Order provides that if you disagree with the revision or disallowance of your claim as set forth herein, you must:

1. notify the Receiver of the objection in writing (setting out the grounds for the objection) by registered mail, courier, facsimile or email (in PDF format) within fifteen (15) days of receipt of the Notice of Revision or Disallowance (the "**Objection**"); and
2. file a notice of motion with the Court, with copies to be sent to the Receiver immediately after filing, with such motion to be:
 - i. supported by a sworn affidavit setting out the basis for disputing this Notice of Revision or Disallowance; and
 - ii. made returnable within thirty (30) calendar days of the date on which the Receiver receives your Objection.

If you do not dispute the revision or disallowance of your Proof of Claim [or Notice of Dispute] in accordance with the above instructions and the Claims Procedure Order, the amount of your Claim will be deemed to be accepted, and the Claim shall be determined to be as set out in this Notice of Revision or Disallowance.

If you have any questions or concerns regarding the above claims procedure, please contact the Receiver directly.

DATED the ___ day of _____, 2019

BDO Canada Limited
in its capacity as Receiver of Bomet Polymer Inc.

25 Main Street W., Suite 510
Hamilton, ON L8P 1H1

Attention: Brad Newton, CPA, CBV, CIRP, LIT
Senior Vice President
Direct: (416) 775-7829
Mobile: (289)983-6455
bnewton@bdo.ca

Per: _____

2644013 ONTARIO INC.

and

Bomet POLYMER INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

CLAIMS PROCEDURE AND MEETING ORDER

BRAUTI THORNING LLP
161 Bay Street, Suite 2900
Toronto, ON M5J 2S1

Steven Weisz – LSO# 32102C
Email: sweisz@btlegal.ca
Tel: 416.304.6522
Fax: 416.362.8410

Lawyers for
BDO Canada Limited in its capacity as
Receiver of Bomet Polymer Inc.