

**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

Volume 2

January 9, 2020

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AND

TO: **Her Majesty the Queen in Right of Ontario**
as represented by Ministry of Finance
Legal Services Branch
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Oshawa, ON L1H 8E9

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EXHIBIT "J"



Royal Bank of Canada
General Security Agreement

SRF: 333646966
Borrower: SLE-CO PROPERTIES INC.

383 RICHMOND ST
SUITE 700
LONDON
ONTARIO
N6A 3C4
CA

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

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(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

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So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

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- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

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Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

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representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situated, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

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Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

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RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR SLE-CO PROPERTIES INC.			
ADDRESS OF BUSINESS DEBTOR 400 SOUTH EDGEWARE RD	CITY ST. THOMAS	PROVINCE ONTARIO	POSTAL CODE N5P3Z5

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 04 day MARCH - 2019

SLE-CO PROPERTIES INC.

[Signature]
WITNESSES

[Signature]
Seal

WITNESSES

Seal

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SCHEDULE "A"
(ENCUMBRANCES AFFECTING COLLATERAL)

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SCHEDULE "B"

1. Locations of Debtor's Business Operations

400 SOUTH EDGEWARE RD,
ST. THOMAS
ONTARIO
CA
N5P3Z5

2. Locations of Records relating to Collateral

400 SOUTH EDGEWARE RD,
ST. THOMAS
ONTARIO
CA
N5P3Z5

3. Locations of Collateral

400 SOUTH EDGEWARE RD,
ST. THOMAS
ONTARIO
CA
N5P3Z5

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SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

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SRF: 314987751
Borrower: 2366608 ONTARIO INC.

383 RICHMOND ST
SUITE 700
LONDON
ONTARIO
N6A 3C4
CA

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

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(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

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So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

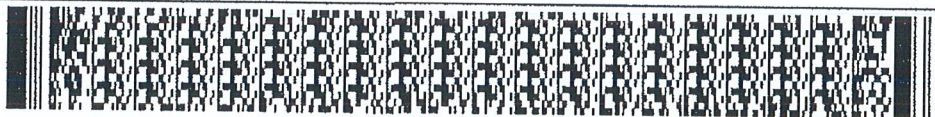
(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

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- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

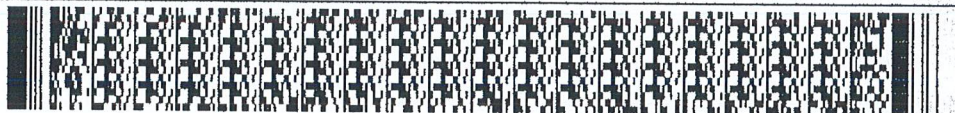
Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if

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Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the

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representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any

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Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to

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RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.


(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR 2366608 ONTARIO INC.			
ADDRESS OF BUSINESS DEBTOR 1425 CREAMERY RD	CITY LONDON	PROVINCE ONTARIO	POSTAL CODE N5V5B3

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 7 day APRIL, 2015

2366608 ONTARIO INC.


WITNESSES



WITNESSES



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SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

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SCHEDULE "B"

1. Locations of Debtor's Business Operations

1425 CREAMERY RD,
LONDON
ONTARIO
CA
N5V5B3

2. Locations of Records relating to Collateral

1425 CREAMERY RD,
LONDON
ONTARIO
CA
N5V5B3

3. Locations of Collateral

1425 CREAMERY RD,
LONDON
ONTARIO
CA
N5V5B3

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SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

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EXHIBIT "K"

Properties

PIN 35163 - 0288 LT *Interest/Estate* Fee Simple
Description PT LT 8 1ST RANGE SOUTH EDGEWARE ROAD YARMOUTH PT 1 & 2 11R6493; T/W
 E230839, E230840, E230841; S/T E378042; ST. THOMAS
Address 400 SOUTH EDGEWARE RD
 ST. THOMAS

PIN 35163 - 0283 LT *Interest/Estate* Fee Simple
Description PCL 8-2 SEC YAR-SER; PT LT 8 RANGE SOUTH OF EDGEWARE RD YARMOUTH PT 2
 11R153; S/T LT37577; ST. THOMAS
Address 400 SOUTH EDGEWARE RD
 ST. THOMAS

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 2366608 ONTARIO INC.
Address for Service 1425 Creamery Road
 London ON N5V 5B3

I, Jeffrey Slegers, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name ROYAL BANK OF CANADA
Address for Service 36 York Mills Road, 4th Floor
 Toronto ON M2P 0A4

Provisions

Principal \$2,625,000.00 *Currency* CDN
Calculation Period Monthly
Balance Due Date On Demand
Interest Rate Royal Bank of Canada Prime Rate Plus 5.000%
Payments
Interest Adjustment Date
Payment Date On Demand
First Payment Date
Last Payment Date
Standard Charge Terms 20015
Insurance Amount full insurable value
Guarantor

Signed By

David Mark Woodward 80 Dufferin Ave. acting for Chargor Signed 2015 07 14
 London, ON (s)
 N6A 4G4

Tel 519-672-4131
 Fax 519-672-3554

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

LERNERS LLP 80 Dufferin Ave. 2015 07 14
 London, ON
 N6A 4G4

Tel 519-672-4131
 Fax 519-672-3554

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargee Client File Number : 41030-00479 (DMW)

EXHIBIT "L"

Properties

PIN 35163 - 0283 LT *Interest/Estate* Fee Simple
Description PCL 8-2 SEC YAR-SER; PT LT 8 RANGE SOUTH OF EDGEWARE RD YARMOUTH PT
 2 11R153; S/T LT37577; ST. THOMAS
Address 400 SOUTH EDGEWARE RD
 ST. THOMAS

PIN 35163 - 0288 LT *Interest/Estate* Fee Simple
Description PT LT 8 1ST RANGE SOUTH EDGEWARE ROAD YARMOUTH PT 1 & 2 11R6493; T/W
 E230839, E230840, E230841; S/T E378042; ST. THOMAS
Address 400 SOUTH EDGEWARE RD
 ST. THOMAS

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 2366608 ONTARIO INC.
Address for Service 1425 Creamery Road
 London ON N5V
 5B3

I, Jeffrey Slegers, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name ROYAL BANK OF CANADA
Address for Service 36 York Mills Road, 4th Floor
 Toronto ON M2P 0A4

Provisions

Principal \$4,500,000.00 *Currency* CDN
Calculation Period Monthly
Balance Due Date On Demand
Interest Rate Royal Bank of Canada Prime Rate Plus 5.00%
Payments
Interest Adjustment Date
Payment Date On Demand
First Payment Date
Last Payment Date
Standard Charge Terms 20015
Insurance Amount Full insurable value
Guarantor

Signed By

David Mark Woodward 80 Dufferin Ave. acting for Signed 2018 08 03
 London, ON Chargor(s)
 N6A 4G4

Tel 519-672-4131

Fax 519-672-3554

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

LERNERS LLP 80 Dufferin Ave. 2018 08 03
 London, ON
 N6A 4G4

Tel 519-672-4131

Fax 519-672-3554

Fees/Taxes/Payment

Statutory Registration Fee	\$63.65
Total Paid	\$63.65

EXHIBIT "M"

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 35163 - 0283 LT *Interest/Estate* Fee Simple
Description PCL 8-2 SEC YAR-SER; PT LT 8 RANGE SOUTH OF EDGEWARE RD YARMOUTH PT 2 11R153; S/T LT37577; ST. THOMAS
Address 400 SOUTH EDGEWARE RD
ST. THOMAS

PIN 35163 - 0288 LT *Interest/Estate* Fee Simple
Description PT LT 8 1ST RANGE SOUTH EDGEWARE ROAD YARMOUTH PT 1 & 2 11R6493; T/W E230839, E230840, E230841; S/T E378042; ST. THOMAS
Address 400 SOUTH EDGEWARE RD
ST. THOMAS

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name SLE-CO PROPERTIES INC.
Address for Service 400 South Edgeware Road
St. Thomas ON N5P 3Z5

I, Jeffrey Slegers, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name ROYAL BANK OF CANADA
Address for Service 36 York Mills Road, 4th Floor
Toronto ON M2P 0A4

Provisions

Principal \$2,600,000.00 *Currency* CDN
Calculation Period Monthly
Balance Due Date On Demand
Interest Rate Royal Bank of Canada Prime Rate plus 5.00%
Payments
Interest Adjustment Date
Payment Date On Demand
First Payment Date
Last Payment Date
Standard Charge Terms 20015
Insurance Amount Full insurable value
Guarantor

Signed By

Susan Elizabeth Tomlinson 80 Dufferin Ave. acting for Signed 2019 03 18
London, ON Chargor(s)
N6A 4G4

Tel 519-672-4131

Fax 519-672-3554

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

LERNERS LLP 80 Dufferin Ave. 2019 03 18
London, ON
N6A 4G4

Tel 519-672-4131

Fax 519-672-3554

Fees/Taxes/Payment

Statutory Registration Fee \$64.40

LRO # 11 Charge/Mortgage

Registered as CT164931 on 2019 03 18 at 16:54

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

Fees/Taxes/Payment

Total Paid	\$64.40
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EXHIBIT "N"



Royal Bank of Canada
Guarantee and Postponement of Claim

SRF: 333646966
Borrower: SLE-CO PROPERTIES INC.

383 RICHMOND ST
SUITE 700
LONDON
ONTARIO
N6A 3C4
CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **SLE-CO PROPERTIES INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$4,500,000.00** together with interest thereon from the date of demand for payment at a rate equal to **the Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

- (1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
- (2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
- (3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ONTARIO ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P.P.S.A. except Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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EXECUTED this MARCH 04-2019
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Kristyn Vaillancourt
Witness Signature:

Kristyn Vaillancourt
Name:

SLE-CO PLASTICS INC.
[Signature]

Witness Signature:

Name:

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

SLE-CO PLASTICS INC.
400 SOUTH EDGEWARE RD.
ST. THOMAS
ONTARIO
N5P3Z5
CA

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EXHIBIT "O"

Sle-Co Plastics Inc. PPSA Summary

DATE (FILE NUMBER)	SECURED CREDITOR	COLLATERAL	NOTES
2014/12/29 (702631269)	Royal Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle	2019/11/22 - Renewal for 5 years
2015/07/20 (708193476)	Royal Bank of Canada	Inventory, Equipment, Accounts, Other	As per Master Lease Agreement dated July 20, 2015 together with all inventory and equipment now or hereafter acquired by the debtor and financed by the secured party together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral.
2015/11/30 (712211328)	Royal Bank of Canada	Equipment, Other	2 - 2015 CROWN 210" AC HYD RM6025-45TT LIFT TRUCKS S/N 1A445042 AND 1A445043 together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the

			collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral
2016/04/08 (715502907)	Royal Bank of Canada	Equipment, Other	2016 TOSHIBA IS1450DWV50-150AT injection mold machine S/N 520903 together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral
2017/07/05 (729458559)	Toyota Credit Canada Inc.	Consumer Goods, Equipment, Other, Motor Vehicle	2017 Toyota RAV4 VIN: 2T3DFREV5HW625140 2019/11/29 - Discharge
2018/02/26 (736728372)	1142024 Ontario Inc.	Consumer Goods, Inventory, Equipment, Accounts, Other	Amount: \$6500000 All equipment, accounts, inventory and all other items used in the business of the debtor located at the following locations – 1425 Creamery Rd., London, ON, and 400 South Edgeware Road, St. Thomas, ON. 2018/10/12 - The secured party has agreed to postpone its security to HSBC Bank Canada pursuant to a postponement and subordination of security agreement dated September 12, 2018.

2018/07/26 (742032252)	Cisco Systems Capital Canada Co.	Equipment, Accounts, Other	All personal property of the debtor financed by the secured party, wherever situated, consisting of telecommunications system, together with all parts and accessories relating thereto, all attachments, accessories and accessions thereto or thereon, all replacements, substitutions, additions and improvements of all or any part of the foregoing and all proceeds in any form derived therefrom. 2018/11/09 – Renewal 1 year
2018/09/17 (743514084)	Dell Financial Services Canada Limited	Equipment, Other	All Dell and non Dell computer equipment and peripherals wherever located heretofore or hereafter leased to debtor by secured party pursuant to lease 200-8190884-001 together with all substitutions, additions, accessions and replacements thereto and collateral thereof now and hereafter installed in, affixed to, or used in conjunction with such equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due or to become due and arising from or relating to such equipment. Proceeds all present and after-acquired personal property.
2018/10/12 (744748011)	HSBC Bank Canada	Inventory, Equipment, Accounts, Other	
2018/10/19 (744997122)	HSBC Bank Canada	Inventory, Equipment	(1) Engel injection moulding machine duo 17060/2200 US, S/N - 228136 including special equipment without oil filling.
2018/12/10 (746698797)	HSBC Bank Canada	Equipment, Other	(2) M710IC/50 R30IB Plus MH Robot Serial number Fnumber 217089 / 209248 Mechanical unit R18102621 / R17905001 Controler E18130024 / E1793196
2018/12/28 (747178767)	HSBC Bank Canada	Inventory, Equipment, Other	(1) R2000IC/125L six axis robot for MH Serial Number – Fnumber- F226426 Mechanical-R18802862 Controller-E18830031

<p>2019/02/26 (748605951)</p>	<p>Royal Bank of Canada</p>	<p>Equipment, Other</p>	<p>Toshiba EC1950SXV50 – 155A VIN: 702112</p> <p>Per lease #201000034740 together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral.</p>
<p>2019/03/01 (748726965)</p>	<p>Royal Bank of Canada</p>	<p>Equipment, Other</p>	<p>Proax Inv 2246516 (2) mobile robot w/ battery erial 7530-70046, 7530-70050 per Lease #39576 together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral.</p>
<p>2019/03/01 (748726974)</p>	<p>Royal Bank of Canada</p>	<p>Equipment, Other</p>	<p>Proax Inv 2246516 (2) mobile robot w/ battery 7530-70046, 7530-70050</p>

			per Lease # 201000039576 together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral.
2019/04/26 (750559455)	Royal Bank of Canada	Equipment, Other	Toshiba EC500SXIIV50-26AT VIN: 86K00709 Toshiba EC390SXIIV50-17 VIN: 86J02703 Per Lease #20100041609 together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral.
2019/06/13 (752299614)	Toyota Motor Manufacturing Canada Inc.	Equipment, other	Present and after-acquired injection molds and related tooling and fixtures owned by Toyota Motor

			<p>Manufacturing Canada Inc. including without limitation Toyota 320B asset number NAUST81692 being service cover RH / LH injection mold, NAUST81691 being service cover # 1 injection mold, NAUST81688 being base, back door grip RH/LH injection mold, NAUST81680 being cover, back door grip RH/LH injection mold, NAUST81682 being back door assembly fixture #1 (supports press #54 (320B tool #2)), NAUST81690 being back door assembly fixture #2 (supports press #55 (320B tool #1)), NAUST81685 being assembly fixture, NAUST81689 and NAUST81690 being base grip ASM fixtures for collars (5), NAUST81687 being collar press (for producing the collars), NAUST81684 being final assembly back door check fixture, NAUST81681 being cover grip RH / LH check fixture, and collar automation, together with all present and after-acquired attachments, accessories, accessions, additions, tools, parts, components, improvements, replacements and substitutions thereto, thereon or thereof, and all proceeds thereof, now and hereafter, in any form derived directly or indirectly therefrom including without limitation all products and cash and non cash proceeds thereof and all insurance rights and proceeds, indemnification and compensation for any such property.</p>
2019/06/13 (752299722)	Inoac Interior Systems LP	Equipment, Other	<p>Present and after-acquired injection molds and related tooling and fixtures owned by Inoac Interior Systems LP including without limitation Toyota 320B asset number NAUST81683 being back door injection mold #1 including without limitation syn-flow system and Toyota 320B asset number NAUST81686 being back door injection mold #2 including without limitation syn-flow system, together with all present and after-acquired attachments, accessories, accessions, additions, tools, parts,</p>

			components, improvements, replacements and substitutions thereto, thereon or thereof, and all proceeds thereof, now and hereafter, in any form derived directly or indirectly therefrom including without limitation all products and cash and non cash proceeds thereof and all insurance rights and proceeds, indemnification and compensation for any such property.
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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 1/8/2020
File Currency Date: 01/06/2020
Family(ies): 18
Page(s): 70

SEARCH : Business Debtor : SLE-CO PLASTICS INC.

Report Type: PPSA VERO

Transaction ID: 19711892

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THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA.
A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
IN RESPECT OF THE FOLLOWING:

Note: Viewing of this report is optimized in landscape mode.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

SEARCH : Business Debtor : SLE-CO PLASTICS INC.

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60

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

REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

ENQUIRY NUMBER 20200107163351.60 CONTAINS 70 PAGE(S), 18 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

TRANSACTIONID=19711892

CONTINUED... 2

RUN NUMBER : 007
 RUN DATE : 2020/01/07
 ID : 20200107163351.60
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
 FILE CURRENCY : 06JAN 2020

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

REPORT : PSSR060
 PAGE : 2

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 752299614

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	7		20190613 1559 1590 8833	P PPSA	5

02 DEBTOR
 03 NAME BUSINESS NAME SLE-CO PLASTICS INC.
 04 ADDRESS 1425 CREAMERY ROAD LONDON ONTARIO CORPORATION NO. N5V 5B3
 05 DEBTOR
 06 NAME BUSINESS NAME SLE-CO PLASTICS INC.
 07 ADDRESS 400 SOUTH EDGEWARE ROAD ST. THOMAS ONTARIO CORPORATION NO. N5P 3Z5
 08 SECURED PARTY / LIEN CLAIMANT TOYOTA MOTOR MANUFACTURING CANADA INC.
 09 ADDRESS 1055 FOUNTAIN STREET NORTH CAMBRIDGE ON N3H 5K2
 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL PRESENT AND AFTER-ACQUIRED INJECTION MOLDS AND RELATED TOOLING AND
 14 COLLATERAL FIXTURES OWNED BY TOYOTA MOTOR MANUFACTURING CANADA INC. INCLUDING
 15 DESCRIPTION WITHOUT LIMITATION TOYOTA 320B ASSET NUMBERS NAUST81692 BEING
 16 REGISTERING GARDINER ROBERTS LLP (RH)
 17 AGENT ADDRESS 3600-22 ADELAIDE STREET WEST TORONTO ON M5H 4E3
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 752299614
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 7 20190613 1559 1590 8833
01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
03 NAME

04 ADDRESS
05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT ONTARIO CORPORATION NO.
09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE
13 GENERAL SERVICE COVER RH / LH INJECTION MOLD, NAUST81691 BEING SERVICE COVER
14 COLLATERAL # 1 INJECTION MOLD, NAUST81688 BEING BASE, BACK DOOR GRIP RH/LH
15 DESCRIPTION INJECTION MOLD, NAUST81680 BEING COVER, BACK DOOR GRIP RH/LH
16 REGISTERING
17 AGENT

ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 4

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 752299614
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 7 20190613 1559 1590 8833
01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
03 NAME

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

07 SECURED PARTY / ADDRESS
08 LIEN CLAIMANT ADDRESS
09 COLLATERAL CLASSIFICATION ADDRESS

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR INJECTION MOLD, NAUST81682 BEING BACK DOOR ASSEMBLY FIXTURE #1
12 VEHICLE (SUPPORTS PRESS #54 (320B TOOL #2)), NAUST81690 BEING BACK DOOR
13 GENERAL ASSEMBLY FIXTURE #2 (SUPPORTS PRESS #55 (320B TOOL #1)), NAUST81685
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING

17 ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 5

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 752299614
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 DATE OF BIRTH 005 7 20190613 1559 1590 8833
FIRST GIVEN NAME INITIAL SURNAME

ONTARIO CORPORATION NO.

02 DEBTOR
03 NAME BUSINESS NAME
04 ADDRESS FIRST GIVEN NAME INITIAL SURNAME
05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME
07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT
09 ADDRESS

ONTARIO CORPORATION NO.

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE CHECK FIXTURE, NAUST81681 BEING COVER GRIP RH / LH CHECK FIXTURE, AND
13 GENERAL COLLAR AUTOMATION, TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED
14 COLLATERAL ATTACHMENTS, ACCESSORIES, ADDITIONS, TOOLS, PARTS,
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 7

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 752299614
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
007 7 20190613 1559 1590 8833
01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
03 NAME

04 ADDRESS FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
05 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
06 NAME

07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE
12 VEHICLE
13 GENERAL LIMITATION ALL PRODUCTS AND CASH AND NON CASH PROCEEDS THEREOF AND
14 COLLATERAL ALL INSURANCE RIGHTS AND PROCEEDS, INDEMNIFICATION AND COMPENSATION
15 DESCRIPTION FOR ANY SUCH PROPERTY
16 REGISTERING
AGENT

17 ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 9

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 752299722
 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES NO. OF SCHEDULE NUMBER UNDER PERIOD
 005 5 20190613 1604 1590 8834
 01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 02 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
 03 NAME
 04 ADDRESS FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
 07 ADDRESS
 08 SECURED PARTY / LIEN CLAIMANT ADDRESS
 09 COLLATERAL CLASSIFICATION ADDRESS
 CONSUMER
 10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 YEAR MAKE MODEL Maturity OR Maturity Date
 11 MOTOR V.I.N.
 12 VEHICLE
 13 GENERAL INDEMNIFICATION AND COMPENSATION FOR ANY SUCH PROPERTY
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING
 17 AGENT ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** CONTINUED... 14

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 750559455
 CAUTION PAGE 03 TOTAL PAGES 006
 FILING NO. OF 03 MOTOR VEHICLE SCHEDULE 20190426 1032 8077 0160
 01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 02 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
 03 NAME
 04 ADDRESS
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 05 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
 06 NAME
 07 ADDRESS
 08 SECURED PARTY / LIEN CLAIMANT
 ADDRESS
 09 COLLATERAL CLASSIFICATION
 CONSUMER
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
 10 YEAR MAKE MODEL V.I.N.
 11 MOTOR VEHICLE
 12 VEHICLE
 13 GENERAL PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER,
 14 COLLATERAL INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS
 15 DESCRIPTION OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR
 16 REGISTERING
 17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 17

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 4C MOTOR VEHICLE SCHEDULE

00 FILE NUMBER 750559455
PAGE NO. OF TOTAL PAGES
06 006
01 REGISTRATION NUMBER 20190426 1032 8077 0160
MODEL V.I.N.

41
42
43
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 20

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
748726965
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 005 20190301 1438 8077 7059
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

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

07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT

09 COLLATERAL CLASSIFICATION
CONSUMER
10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MOTOR VEHICLE AMOUNT NO FIXED
MATERIALITY OR MATURITY DATE

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE
13 GENERAL TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER
14 COLLATERAL PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATEL PAPER,
15 DESCRIPTION INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS
16 REGISTERING
AGENT

17 ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER
748726974
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 005 20190301 1438 8077 7060
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR
03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

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

07 ADDRESS
08 SECURED PARTY /
LIEN CLAIMANT

09 COLLATERAL CLASSIFICATION
CONSUMER
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR MATURITY DATE
NO FIXED

10 YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER
14 COLLATERAL PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATEL PAPER,
15 DESCRIPTION INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS
16 REGISTERING
AGENT

17 ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 28

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

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 748605951
 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 02 005 20190226 1634 8077 6883
 01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 02 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
 03 NAME
 04 ADDRESS FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 05 DATE OF BIRTH BUSINESS NAME
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
 07 ADDRESS
 08 SECURED PARTY / ROYAL BANK OF CANADA
 LIEN CLAIMANT
 09 ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1
 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 10 GOODS YEAR MAKE MODEL V.I.N.
 11 MOTOR OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS
 12 VEHICLE THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-
 13 GENERAL TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING
 17 AGENT ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 32

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 743514084
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 004 20180907 1034 8077 8892
01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
03 NAME

04 ADDRESS FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
05 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
06 NAME

07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE SUBSTITUTIONS, ADDITIONS, ACCESSIONS AND REPLACEMENTS THERETO AND
12 GENERAL THEREOF NOW AND HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN
13 COLLATERAL CONJUNCTION WITH SUCH EQUIPMENT AND PROCEEDS THEREOF TOGETHER WITH
14 DESCRIPTION
15 REGISTERING
16 AGENT

17 ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** CONTINUED... 43

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 742032252
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 002 20180726 1438 1530 0352
01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
03 NAME

04 ADDRESS
05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT ONTARIO CORPORATION NO.
09 ADDRESS

10 COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS,
12 VEHICLE SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE
13 GENERAL FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** CONTINUED... 47

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
21	RECORD REFERENCED	01	001	20181109 1447 1530 9493			
			FILE NUMBER				
			742032252				
22							
23	REFERENCE						
24	DEBTOR/ TRANSFEROR						
25	OTHER CHANGE						
26	REASON/ DESCRIPTION						
27							
28							
02/	DATE OF BIRTH						
05	DEBTOR/ TRANSFEREE						
03/							
06	BUSINESS NAME						
04/07	ADDRESS						
29	ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08							
09	COLLATERAL CLASSIFICATION						
	CONSUMER						
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER						
10	YEAR MAKE						
11	MOTOR VEHICLE						
12	GENERAL						
13	DESCRIPTION						
14	REGISTERING AGENT OR						
15	SECURED PARTY/LIEN CLAIMANT						
16							
17							

ONTARIO CORPORATION NO.

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

CONTINUED... 48

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER

01 RECORD FILE NUMBER 20191129 1519 1532 7655
21 REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
C DISCHARGE INITIAL SURNAME PERIOD

22 DEBTOR/ BUSINESS NAME SLE-CO PLASTICS INC.
TRANSFEROR FIRST GIVEN NAME

25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02/
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ADDRESS

04/07
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08
09 COLLATERAL CLASSIFICATION ADDRESS
CONSUMER

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR NO FIXED MATURITY DATE

11 YEAR MAKE MODEL V.I.N.

12 MOTOR
13 VEHICLE
14 GENERAL

15 COLLATERAL
16 DESCRIPTION
17 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP
SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 53

ONTARIO CORPORATION NO.

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 715502907
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 005 20160408 1436 8077 4452
01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ONTARIO CORPORATION NO.

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

05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER ONTARIO CORPORATION NO.

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF Maturity OR MATURITY DATE
MOTOR VEHICLE AMOUNT NO FIXED
YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY
13 GENERAL DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT
14 COLLATERAL LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS,
15 DESCRIPTION
16 REGISTERING
AGENT

17 ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 55

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 712211328
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 005 20151130 1438 8077 5253
01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
03 NAME

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

07 SECURED PARTY / ADDRESS
08 LIEN CLAIMANT ADDRESS
09 COLLATERAL CLASSIFICATION ADDRESS

10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF NO FIXED
Maturity OR Maturity Date
YEAR MAKE MODEL V.I.N.

11 MOTOR GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE
12 VEHICLE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES,
13 GENERAL DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR
14 COLLATERAL REGISTERING
15 DESCRIPTION
16 AGENT

17 ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** CONTINUED... 61

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 708193476
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 005 20150720 1438 8077 6750
01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
BUSINESS NAME ONTARIO CORPORATION NO.

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

05 DEBTOR
06 NAME BUSINESS NAME
07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS
COLLATERAL CLASSIFICATION
CONSUMER ONTARIO CORPORATION NO.

10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF Maturity OR MATURITY DATE
MOTOR VEHICLE AMOUNT NO FIXED

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE
13 GENERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
14 COLLATERAL ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM
15 DESCRIPTION DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL
16 REGISTERING
AGENT

17 ADDRESS
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 65

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 708193476
CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 005 20150720 1438 8077 6750
01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
02 DEBTOR BUSINESS NAME ONTARIO CORPORATION NO.
03 NAME

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

07 ADDRESS
08 SECURED PARTY / LIEN CLAIMANT
09 COLLATERAL CLASSIFICATION

10 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE NO FIXED
YEAR MAKE MODEL V.I.N.

11 MOTOR PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND
12 VEHICLE RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR
13 GENERAL COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING

17 ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** CONTINUED... 67

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01	CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
21	RECORD REFERENCED	01 001	20191122 1450 1530 0853		
		FILE NUMBER	702631269		
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	CORRECT PERIOD
			X	B RENEWAL	5
		FIRST GIVEN NAME	INITIAL	SURNAME	

23	REFERENCE				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	SLE-CO PLASTICS INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS				
29	ASSIGNOR				
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				ONTARIO CORPORATION NO.

08	COLLATERAL CLASSIFICATION	ADDRESS			
09	CONSUMER				
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT	MATURITY OR	NO FIXED MATURITY DATE
10	YEAR MAKE	MODEL			V.I.N.

11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/LIEN CLAIMANT	ADDRESS 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 70

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

RUN NUMBER : 007
RUN DATE : 2020/01/07
ID : 20200107163351.60
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SLE-CO PLASTICS INC.
FILE CURRENCY : 06JAN 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
752299614	20190613 1559 1590 8833		
752299722	20190613 1604 1590 8834		
750559455	20190426 1032 8077 0160		
748726965	20190301 1438 8077 7059		
748726974	20190301 1438 8077 7060		
748605951	20190226 1634 8077 6883		
747178767	20181228 1438 1530 5473		
746698797	20181210 1449 1530 9968		
744997122	20181019 1935 1531 6537		
744748011	20181012 1246 1862 4003		
743514084	20180907 1034 8077 8892		
742032252	20180726 1438 1530 0352	20181109 1447 1530 9493	
736728372	20180226 1316 1590 4026	20181012 1713 1862 4054	
729458559	20170705 1242 4085 0866	20191129 1519 1532 7655	
715502907	20160408 1436 8077 4452		
712211328	20151130 1438 8077 5253		
708193476	20150720 1438 8077 6750		
702631269	20141229 1446 1530 5372	20191122 1450 1530 0853	

22 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

EXHIBIT "P"

Sle-Co Properties Inc. PPSA Summary

DATE (FILE NUMBER)	SECURED CREDITOR	COLLATERAL	NOTES
2019/01/02 (747263115)	Royal Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle	

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 1/7/2020
File Currency Date: 01/06/2020
Family(ies): 1
Page(s): 1

SEARCH : Business Debtor : SLE-CO PROPERTIES INC.

The attached report has been created based on the data received by Cyberbahn, a Thomson Reuters business from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 1/7/2020
File Currency Date: 01/06/2020
Family(ies): 1
Page(s): 1

SEARCH : Business Debtor : SLE-CO PROPERTIES INC.

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1
SEARCH : BD : SLE-CO PROPERTIES INC.

00 FILE NUMBER : 747263115 EXPIRY DATE : 02JAN 2024 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20190102 1944 1531 3078 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: SLE-CO PROPERTIES INC.

OCN :
04 ADDRESS : 400 SOUTH EDGEWARE ROAD
CITY : ST. THOMAS PROV: ON POSTAL CODE: N5P 3Z5
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA

09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

EXHIBIT "Q"

1142024 Ontario Inc. PPSA Summary

DATE (FILE NUMBER)	SECURED CREDITOR	COLLATERAL	NOTES
2018/07/19 (741792114)	Royal Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle	

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 1/7/2020
File Currency Date: 01/06/2020
Family(ies): 1
Page(s): 1

SEARCH : Business Debtor : 1142024 ONTARIO INC.

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 1/7/2020
File Currency Date: 01/06/2020
Family(ies): 1
Page(s): 1

SEARCH : Business Debtor : 1142024 ONTARIO INC.

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1
SEARCH : BD : 1142024 ONTARIO INC.

00 FILE NUMBER : 741792114 EXPIRY DATE : 19JUL 2023 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20180719 1439 1530 6872 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: 1142024 ONTARIO INC.

OCN :
04 ADDRESS : 1425 CREAMERY RD
CITY : LONDON PROV: ON POSTAL CODE: N5V 5B3
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA

09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

EXHIBIT "R"



HARRISON PENSA

Timothy C. Hogan

Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Assistant: Cathy Coleiro
Direct Line: (519) 850-5568
ccoleiro@harrisonpensa.com

May 9, 2019

Via Registered & Regular Mail

SLE-CO PLASTICS INC.
400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Attention: Jeff Slegers

Dear Sir:

**Re: Indebtedness to the Royal Bank of Canada (the "Bank")
Our File No. 176723**

We are the solicitors for the Bank with respect to loans provided to Sle-Co Plastics Inc. (hereinafter the "Debtor").

According to the Bank's records, the Debtor is indebted to the Bank in the principal amount of \$4,571,865.24 and USD\$2,781,506.89 as of May 9, 2019 plus accruing interest and the Bank's costs of enforcement on a solicitor and client basis (the "Indebtedness").

The Indebtedness is comprised of the following:

Plastics Credit Line (CDN) (04117-94506888-001)	\$4,349,120.30
Plastics Credit Line (USD) (04117-94506888-003)	USD\$125,789.20
Plastics Lease (201000022147, 201000024491, 201000027222, 201000025019, 201000034740, 201000039576, 201000041609)	\$168,738.24 USD\$2,654,935.08
Plastics Visa (4514031009938560, 4514031009938594, 4516070011010578,	\$7,006.70 USD\$454.61

HARRISON PENSA LLP
Lawyers

4516070011010602 4516070011011386, 4516070011028489, 4514031009938537, 4516070011011717)	
Foreign Exchange Contracts	\$47,000
TOTAL	\$4,571,865.24 USD\$2,781,342.89

The Debtor is in default of certain agreements signed in favour of the Bank including, but not limited to, the following:

- a. Letter Agreement dated Letter Agreement dated July 23, 2018 and accepted by Plastics Inc. on July 31, 2018 and amended by Letter Agreement dated August 22, 2018, and as further amended by the Credit Amending Agreement dated March 4, 2019 and Addendum dated March 22, 2019;
- b. General Security Agreements dated January 15, 2015 and April 7, 2015;
- c. Royal Bank Master Lease agreement dated July 20, 2015 and all schedules.

Further, the Debtor has provided the following guarantee to the Bank and this correspondence shall stand as the Bank's demand for payment on the following guarantee:

- 1. Guarantee and Postponement of Claim from Sle-Co Plastics Inc. with respect to the obligations of Sle-Co Properties Inc. dated March 4, 2019 and limited to the sum of \$4,500,000, upon which the sum of \$3,505,978.91 and USD\$164.00 is due and owing, plus accruing interest and costs (also the "**Guarantee Indebtedness**").

The total owing by the Debtor is \$8,077,844.15 and USD\$2,781,506.89.¹

Failing payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Debtor's Indebtedness and to protect its interest.

We advise that no intermediate acts, negotiations or indulgences shall act as a waiver to the Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing.

¹ The Indebtedness plus the Guarantee Indebtedness

Finally, also find attached to this letter our client's Notice of Intention to Enforce Security, as well as the relevant consent to immediate enforcement of the Bank's security. By signing this consent the Debtor waives the time period given by the Bank under the notice.

Yours truly,

HARRISON PENSA ^{LLP}

A handwritten signature in black ink, appearing to be 'TH' with a stylized flourish.

Timothy C. Hogan
Direct: (519) 661-6743
Email: thogan@harrisonpensa.com

TCH/cc
Enclosure
c: Sle-Co Properties Inc., 1142024 Ontario Inc., 2253125 Ontario Inc., 2384003 Ontario Inc. and Jeffrey Slegers, all as guarantors

4717852_1

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Sle-Co Plastics Inc., insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the property of the insolvent person described as

All collateral of the insolvent person as described in the following security and the proceeds from the sale of said collateral:

1. General Security Agreement dated January 15, 2015 and April 7, 2015;
2. Royal Bank Master Lease Agreement dated July 20, 2015 and all schedules.

The property to which the security relates includes, but is not limited to, all accounts, book debts, inventory, equipment, and leases wherever located and all other collateral however described of the above-noted insolvent person and the proceeds thereof.

2. The security that is to be enforced is in the form of:
 1. General Security Agreement dated January 15, 2015 and April 7, 2015;
 2. Royal Bank Master Lease Agreement dated July 20, 2015 and all schedules.
3. The total amount of indebtedness secured by the security is CDN\$8,077,844.15 and USD\$2,781,506.89 as of May 9, 2019, plus interest as set out in the agreements, plus all costs of enforcement on a solicitor and client basis.
4. The secured creditor will not have the right to enforce its security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at London, Ontario this 9th day of May, 2019

ROYAL BANK OF CANADA
by its solicitors, Harrison Pensa LLP

Per: 


Timothy C. Hogan
Harrison Pensa LLP
450 Talbot Street, P.O. Box 3237
London, ON N6A 4K3
(519) 661-6743

CONSENT
(s.244(2) of the *Bankruptcy and Insolvency Act*)


THE UNDERSIGNED hereby acknowledges receipt of a copy of the Royal Bank of Canada's demand dated May 9, 2019 and the Notice of Intention to Enforce Security dated May 9, 2019 pursuant to s.244(1) of the *Bankruptcy and Insolvency Act* and hereby waives the 10 day period set out in the demand and notice and consents to the immediate enforcement of the Royal Bank of Canada's security.

DATED at Mossburn, Ontario this 7 day of May, 2019.

SLE-CO PLASTICS INC.

Per: 
I have authority to bind the Company

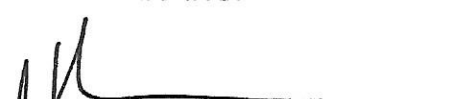
SLE-CO PROPERTIES INC.

Per: 
I have authority to bind the Company


1142024 ONTARIO INC.

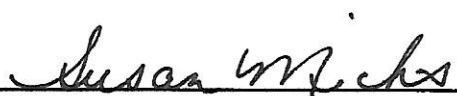
Per: 
I have authority to bind the Company

2253125 ONTARIO INC.

Per: 
I have authority to bind the Company

2384003 ONTARIO INC.

Per: 
I have authority to bind the Company


Witness

Per: 
Jeffrey Slegers



HARRISON PENSA

Timothy C. Hogan

Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Assistant: Cathy Coleiro
Direct Line: (519) 850-5568
ccoleiro@harrisonpensa.com

May 9, 2019

Via Registered & Regular Mail

1142024 ONTARIO INC
400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Attention: Jeff Slegers

Dear Sir:

**Re: Indebtedness to the Royal Bank of Canada (the "Bank")
Our File No. 176723**

We are the solicitors for the Bank with respect to loans provided to Sle-Co Plastics Inc. (hereinafter the "**Debtor**").

According to the Bank's records, the Debtor is indebted to the Bank in the principal amount of \$4,571,865.24 and USD\$2,781,506.89 as of May 9, 2019 plus accruing interest and the Bank's costs of enforcement on a solicitor and client basis (the "**Indebtedness**").

1142024 Ontario Inc. has provided the following guarantee to the Bank and this correspondence shall stand as the Bank's demand for payment on the following guarantee:

1. Guarantee and Postponement of Claim from 1142024 Ontario Inc. with respect to the obligations of Sle-Co Plastics Inc. dated July 31, 2019 and limited to the sum of \$7,100,000, upon which the sum of \$7,100,000 is due and owing plus accruing interest and costs (also the "**Guarantee Indebtedness**").

As a result, 1142024 Ontario Inc. is indebted to the Bank in the sum of \$7,100,000, with interest continuing to accrue until payment plus the Bank's legal fees on a solicitor and own client basis.

We refer to certain security provided by 1142024 Ontario Inc. to the Bank and we attach to this letter our client's Notice of Intention to Enforce Security, as well as the relevant consent to immediate enforcement of the Bank's security. By signing this consent, the Debtor waives the time period given by the Bank under the notice.

HARRISON PENSA LLP
Lawyers

The debt is due and payable within ten (10) days of the date of this letter. Payment is to be made within ten (10) days, failing which the Bank will take whatever steps it deems necessary to protect its interest.

Yours truly,

HARRISON PENZA ^{LLP}

A handwritten signature in black ink, appearing to be 'TH' with a stylized flourish.

Timothy C. Hogan
Direct: (519) 661-6743
Email: thogan@harrisonpensa.com

TCH/cc
Enclosure

4718291_1

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244(1) of the *Bankruptcy and Insolvency Act*)

TO: 1142024 Ontario Inc., insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the property of the insolvent person described as

All collateral of the insolvent person as described in the following security and the proceeds from the sale of said collateral:

1. General Security Agreement dated July 31, 2018.

The property to which the security relates includes, but is not limited to, all accounts, book debts, inventory, and equipment, wherever located and all other collateral however described of the above-noted insolvent person and the proceeds thereof.

2. The security that is to be enforced is in the form of:

1. General Security Agreement dated July 31, 2018.

3. The total amount of indebtedness secured by the security is CDN\$7,100,000 as of May 9, 2019, plus interest as set out in the agreements, plus all costs of enforcement on a solicitor and client basis.

4. The secured creditor will not have the right to enforce its security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at London, Ontario this 9th day of May, 2019

ROYAL BANK OF CANADA
by its solicitors, Harrison Pensa LLP

Per: _____

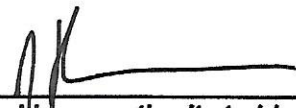
Timothy C. Hogan
Harrison Pensa LLP
450 Talbot Street, P.O. Box 3237
London, ON N6A 4K3
(519) 661-6743

CONSENT
(s.244(2) of the *Bankruptcy and Insolvency Act*)

THE UNDERSIGNED hereby acknowledges receipt of a copy of the Royal Bank of Canada's demand dated May 9, 2019 and the Notice of Intention to Enforce Security dated May 9, 2019 pursuant to s.244(1) of the *Bankruptcy and Insolvency Act* and hereby waives the 10 day period set out in the demand and notice and consents to the immediate enforcement of the Royal Bank of Canada's security.

DATED at Mossley, Ontario this 9 day of May, 2019.

1142024 ONTARIO INC.

Per: 
I have authority to bind the Company



Timothy C. Hogan
Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Assistant: Cathy Coleiro
Direct Line: (519) 850-5568
ccoleiro@harrisonpensa.com

May 9, 2019

Via Registered Mail

SLE-CO PROPERTIES INC.
400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Attention: Jeff Slegers

Dear Sir:

**Re: Indebtedness to the Royal Bank of Canada (the "Bank")
Our File No. 176723**

We are the solicitors for the Bank with respect to loans provided to Sle-Co Properties Inc. (hereinafter the "**Debtor**").

According to the Bank's records, the Debtor is indebted to the Bank in the principal amount of \$3,505,978.91 and USD\$164.00 as of May 9, 2019 plus accruing interest and the Bank's costs of enforcement on a solicitor and client basis (the "**Indebtedness**").

The Indebtedness is comprised of the following:

Term Loan	\$3,505,858.91
Visa	\$120.00 USD\$164.00

The Debtor is in default of certain agreements signed in favour of the Bank including, but not limited to, the following:

- a. Letter Agreement dated April 2, 2015 and the Confirmation of Credit Facilities Letter Real Estate Agreement dated April 2, 2015, as amended by Amending Agreements dated November 25, 2016,

HARRISON PENSA LLP
Lawyers

- December 29, 2017 and July 25, 2018, and as further amended by the Credit Amending Agreement dated March 4, 2019 and Addendum dated March 22, 2019;
- b. General Security Agreements dated January 15, 2015 and April 7, 2015;
 - c. Collateral mortgage in the principal amount of \$4,500,000, receipted as instrument no. CT156622 on August 3, 2018, charging the property legally described as 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));
 - d. Collateral mortgage in the principal amount of \$2,600,000, receipted as instrument no. CT164931 on March 18, 2019, charging the property legally described as 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)).

Further, the Debtor has provided the following guarantee to the Bank and this correspondence shall stand as the Bank's demand for payment on the following guarantee:

1. Guarantee and Postponement of Claim from Sle-Co Properties Inc. with respect to the obligations of Sle-Co Plastics Inc. dated March 4, 2019 and limited to the sum of \$7,100,000, upon which the sum of \$7,100,000 is owing (the "**Guarantee Indebtedness**").

The total owing by the Debtor is \$10,605,978.91 and USD\$164.00.¹

Failing payment within ten (10) days will result in the Bank taking such steps as it considers necessary or appropriate to recover payment of the Debtor's Indebtedness and to protect its interest.

We advise that no intermediate acts, negotiations or indulgences shall act as a waiver to the Bank's rights, or demand for payment as set out herein, unless so expressly stated in writing.

¹ The Indebtedness plus the Guarantee Indebtedness

Finally, also find attached to this letter our client's Notice of Intention to Enforce Security, as well as the relevant consent to immediate enforcement of the Bank's security. By signing this consent the Debtor waives the time period given by the Bank under the notice.

Yours truly,

HARRISON PENZA ^{LLP}

A handwritten signature in black ink, appearing to be 'TH' with a stylized flourish.

Timothy C. Hogan
Direct: (519) 661-6743
Email: thogan@harrisonpensa.com

TCH/cc
Enclosure
c: Sle-Co Plastics Inc., 1142024 Ontario Inc., as guarantors

4718169_1

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Sle-Co Properties Inc., insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the property of the insolvent person described as

All collateral of the insolvent person as described in the following security and the proceeds from the sale of said collateral:

- a. General Security Agreements dated January 15, 2015 and April 7, 2015;
- b. Collateral mortgage in the principal amount of \$4,500,000, receipted as instrument no. CT156622 on August 3, 2018, charging the property legally described as 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));
- c. Collateral mortgage in the principal amount of \$2,600,000, receipted as instrument no. CT164931 on March 18, 2019, charging the property legally described as 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)).

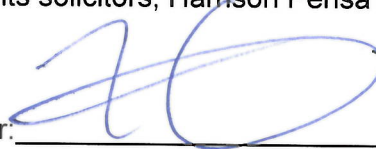
The property to which the security relates includes, but is not limited to, all accounts, book debts, inventory, equipment, and all real property wherever located and all other collateral however described of the above-noted insolvent person and the proceeds thereof.

2. The security that is to be enforced is in the form of:
 - a. General Security Agreements dated January 15, 2015 and April 7, 2015;
 - b. Collateral mortgage in the principal amount of \$4,500,000, receipted as instrument no. CT156622 on August 3, 2018, charging the property legally described as 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));
 - c. Collateral mortgage in the principal amount of \$2,600,000, receipted as instrument no. CT164931 on March 18, 2019, charging the property legally described as 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)).
3. The total amount of indebtedness secured by the security is CDN\$10,605,978.91 and USD\$164.00 as of May 9, 2019, plus interest as set out in the agreements, plus all costs of enforcement on a solicitor and client basis.
4. The secured creditor will not have the right to enforce its security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at London, Ontario this 9th day of May, 2019

ROYAL BANK OF CANADA
by its solicitors, Harrison Pensa LLP

Per: _____




Timothy C. Hogan
Harrison Pensa LLP
450 Talbot Street, P.O. Box 3237
London, ON N6A 4K3
(519) 661-6743

CONSENT
(s.244(2) of the *Bankruptcy and Insolvency Act*)

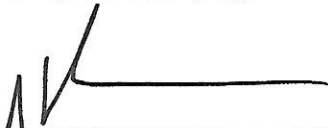
THE UNDERSIGNED hereby acknowledges receipt of a copy of the Royal Bank of Canada's demand dated May 9, 2019 and the Notice of Intention to Enforce Security dated May 9, 2019 pursuant to s.244(1) of the *Bankruptcy and Insolvency Act* and hereby waives the 10 day period set out in the demand and notice and consents to the immediate enforcement of the Royal Bank of Canada's security.

DATED at Mossley, Ontario this 9 day of May, 2019.


SLE-CO PROPERTIES INC.

Per. 
_____ I have authority to bind the Company

1142024 ONTARIO INC.

Per. 
_____ I have authority to bind the Company

SLE-CO PLASTICS INC.

Per. 
_____ I have authority to bind the Company

Receipt (Bulk)

This receipt is necessary if enquiry is desired. Fragile and perishable articles are not indemnified against damage. Idemnity and fees information is available on request from your Postal Outlet.

Sécurité ou Recommandé

À produire en cas de réclamation. Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités et les droits à votre installation postale.

May 9, 2019

Sender Expéditeur

HARRISON PENSA LLP
P.O. Box 3237
450 Talbot Street
London, Ontario
N6A 4K3

Sender Instructions

Note: Bulk Receipt is to be completed for 3 or more items. Present mailings at any Postal Outlet.

- A Complete and remove customer receipt.
B Remove paper backing from receipt.
C Affix receipt to this form.
D Remove bottom bar code and affix to "Trace Mail Data Capture Document"
E Remove paper backing from label
F Apply label to envelope

Instructions pour l'expéditeur

Avis: Réception en nombre, pour 3 items et plus. Doit être complété avant de déposer à l'installation postale.

- A Remplissez et retirez le récépissé du client.
B Retirez la pellicule protectrice du récépissé.
C Collez le récépissé sur cette formule.
D Retirez le code à barres du bas et l'apposez sur le "Document de saisie des données" pour le courrier repérable.
E Retirez la pellicule de l'étiquette.
F Collez l'étiquette sur l'enveloppe

RBC/Sle-Co Plastics Inc./TCH/176723

Registered Domestic / Régime Intérieur R
SLE-CO PROPERTIES INC.
400 South Edgeware Road
St. Thomas, ON N5P 3Z5
RN 386 026 439 CA

Registered Domestic / Régime Intérieur R
SLE-CO PLASTICS INC.
400 South Edgeware Road
St. Thomas, ON N5P 3Z5
RN 386 026 456 CA

Registered Domestic / Régime Intérieur R
1142024 ONTARIO INC
400 South Edgeware Road
St. Thomas, ON N5P 3Z5
RN 386 026 460 CA

Registered Domestic / Régime Intérieur R
SLE-CO PROPERTIES INC.
400 South Edgeware Road
St. Thomas, ON N5P 3Z5
RN 386 026 473 CA

Registered Domestic / Régime Intérieur R
1142024 ONTARIO INC
400 South Edgeware Road
St. Thomas, ON N5P 3Z5
RN 386 026 487 CA

Registered Domestic / Régime Intérieur R
1142024 ONTARIO INC
400 South Edgeware Road
St. Thomas, ON N5P 3Z5
RN 386 026 500 CA

Registered Domestic / Régime Intérieur R
1142024 ONTARIO INC
400 South Edgeware Road
St. Thomas, ON N5P 3Z5
RN 386 026 500 CA

Continued on reverse / Suite au verso

Security of Registered Receipt (Bulk)

This receipt is necessary if enquiry is desired. Fragile and perishable articles are not indemnified against damage. Indemnity and fees information is available on request from your Postal Outlet.

Réception (en nombre) Sécurité ou Recommandé

À produire en cas de réclamation. Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités et les droits à votre installation postale.

May 9, 2019

Sender

Expéditeur

HARRISON PENSA LLP
P.O. Box 3237
450 Talbot Street
London, Ontario
N6A 4K3

Sender Instructions

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- A Complete and remove customer receipt.
B Remove paper backing from receipt.
C Affix receipt to this form.
D Remove bottom bar code and affix to "Trace Mail Data Capture Document"
E Remove paper backing from label
F Apply label to envelope

Instructions pour l'expéditeur

Avis: Récupérisé en nombre, pour 3 items et plus. Doit être complété avant de déposer à l'installation postale.

- A Remplissez et retirez le récépissé du client.
B Retirez la pellicule protectrice du récépissé.
C Collez le récépissé sur cette formule.
D Retirez le code à barres du bas et l'apposer sur le "Document de saisie des données" pour le courrier repérable.
E Retirez la pellicule de l'étiquette.
F Collez l'étiquette sur l'enveloppe

RBC/Sle-Co Plastics Inc./TCH/176723

Main body of the form containing multiple shipping labels for RBC/Sle-Co Plastics Inc. Each label includes recipient address (e.g., 2253125 Ontario Inc., 400 South Edgeware Road, St. Thomas, ON N5P 3Z5), tracking numbers (e.g., RN 386 026 527 CA), and postage information. Labels are marked with 'REGISTERED DOMESTIC' and 'RECOMMANDÉ RÉGIME INTÉRIEUR'.

EXHIBIT "S"

THIS CREDIT AMENDING AGREEMENT made as of the *15* day of May, 2019

BETWEEN:

ROYAL BANK OF CANADA
222 Bay St. – 24th Floor
Toronto, ON M5K 1G8

(hereinafter called the "Bank")

OF THE FIRST PART

-and-

SLE-CO PLASTICS INC. ("PLASTICS INC.")
400 South Edgeware Road
St. Thomas, ON N5P 3Z5

SLE-CO PROPERTIES INC. ("PROPERTIES INC.")
400 South Edgeware Road
St. Thomas, ON N5P 3Z5

(hereinafter collectively, and in such capacity, called the "Borrowers")

OF THE SECOND PART

-and-

1142024 ONTARIO INC. ("114 INC.")
1425 Creamery Road
London, ON N5V 5B3

2253125 ONTARIO INC. ("225 INC.")
1425 Creamery Road
London, ON N5V 5B3

2384003 ONTARIO INC. ("238 INC.")
1425 Creamery Road
London, ON N5V 5B3

(114 Inc., 225 Inc., and 238 Inc. collectively, the "Corporate Guarantors")

JEFFREY SLEEGERS ("SLEEGERS")
589 Clarke Road
London, ON N5V 2E1

(hereinafter together with Plastics Inc. and Properties Inc. collectively, and in such capacity, called the "Guarantors")

OF THE THIRD PART

RECITALS

- A. The Bank has made certain Credit Facilities available to the Borrowers as more particularly described in this Agreement;
- B. The Bank, the Borrowers, and the Guarantors have entered into the following agreements subsequent to the Defaults (as defined below):
- a. Credit Amending Agreement dated March 4, 2019, and terminating April 12, 2019; and,
 - b. Addendum to Credit Amending Agreement dated March 22, 2019 and terminating May 1, 2019
- (collectively the "**Credit Amending Agreement**").
- C. Pursuant to the Credit Amending Agreement, and at the request of the Borrowers and the Guarantors, the Bank has provided Plastics Inc. with additional credit in the form of a \$1,000,000 Temporary Overrun to the Plastics Credit Line (as defined in the Credit Amending Agreement);
- D. Plastics Inc. operates as a manufacturer and supplier of moulded plastic automotive parts from premises municipally known 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));
- (a-b collectively, the "**Properties Inc. Real Property**")
- E. Properties Inc. is the owner of the Properties Inc. Real Property. Properties Inc. was formed on October 17, 2018 through the amalgamation of 1353732 Ontario Inc. ("**135A Inc.**") 1457020 Ontario Inc. ("**145A Inc.**"), 2351901 Ontario Inc. ("**235A Inc.**") and 2366608 Ontario Inc. ("**236A Inc.**") (collectively, the "**Predecessor Companies**") on October 17, 2018 (the "**Amalgamation**"). The assets of the Predecessor Companies are

owned by Properties Inc., and the obligations of the Predecessor Companies remain the obligations of Properties Inc.;

- F. Pursuant to the Credit Amending Agreement, Properties Inc. granted the Bank a second charge over the Properties Inc. Real Property, in the principal sum of \$2,600,000 and receipted as CT164931 on March 18, 2019;
- G. There are construction liens and certificates of action registered on title to the Properties Inc. Real Property in favour of the following parties:
 - a. Rassaun Services Inc., in the sum of \$494,708 as at November 28, 2018;
 - b. Jay Okkerse Contracting Ltd., in the sum of \$152,915 as at December 28, 2018;
 - c. North Shore Farming Company Limited, in the sum of \$29,319 as at February 11, 2019.

(collectively, the "**Construction Liens**");

- H. The Borrowers are in default of the Credit Facilities as follows:
 - a. Prior borrowings in excess of the limits under the Credit Facilities;
 - b. The registration of the Construction Lien as against title to the Real Property; and,
 - c. Failure to meet EBITDA calculated on a cumulative year (fiscal year ending April 30, 2019) to date basis of not less than \$418,000 as at fiscal quarter ending October 31, 2018 and at January 31, 2019 of not less than \$986,000.

(collectively, the "**Defaults**")

- I. BDO Canada Limited ("**BDO**") was previously engaged by the Borrowers as a financial advisor to the Borrowers and Corporate Guarantors, pursuant to the terms of an Engagement Letter dated January 21, 2019, and with the consent of the Borrowers;
- J. The Borrowers and the Corporate Guarantors have consented to the Bank's further engagement of BDO ("**Monitor**"), to monitor the operations of the Borrowers and Corporate Guarantors, pursuant to the terms of an Engagement Letter dated May 1,

2019, with all related expenses to be borne solely by the Borrowers and Corporate Guarantors;

- K. As a result of the Defaults, the Bank did issue demands and Notices of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* ("**BIA**") to each of Plastics Inc., Properties Inc., and 114 Inc., all dated May 9, 2019 (collectively, the "**Demands**"), and each of Plastics Inc., Properties Inc., and 114 Inc. did provide the Bank with executed Consents pursuant to section 244(2) of the BIA dated May 9, 2019, consenting to the immediate enforcement of the Bank's Security (collectively, the "**244(2) Consents**");
- L. The Borrowers are seeking financing from Business Development Bank of Canada ("**BDC**") in the approximate sum of \$2,500,000 in order to provide the Borrowers with additional funds to remain in operation and improve profitability (the "**BDC Financing**");
- M. The Borrowers and the Guarantors have further requested that the Bank forbear from taking action on the Security, and the Bank, the Borrowers and the Guarantors have agreed to enter into this Agreement for the purposes of allowing the Borrowers time to continue in operation, improve cash flow and profitability by the Termination Date.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS

The parties agree and acknowledge that the recitals contained herein are true.

2. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

- a) "**Agreement**" or "**this Agreement**" means this Agreement;
- b) "**Credit Facilities**" means the Credit Facilities advanced to the Borrowers by the Bank, as more particularly described in Schedule "A", and includes each of the Plastics Credit Facilities and the Properties Credit Facility, as defined in Schedule "A";

- c) **"Priority Claims"** means deemed trusts and other claims ranking in priority to the Bank's Security including, without limitation, charges under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended ("**BIA**"), utilities, realty taxes, GST, HST, PST, QST, employee remittances and Workers' Compensation;
- d) **"Security"** or **"Bank's Security"** means all security currently held by the Bank, together with such additional security, as may be granted by the Borrowers and/or the Guarantors, in support of the repayment of the Indebtedness as more particularly set out in Schedule "B";
- e) **"Termination Date"** is November 1, 2019;
- f) **"Without Consent"** means without the prior written consent of the Bank, which consent shall not be unreasonably withheld.

3. INDEBTEDNESS

- a) As of May 1, 2019 the Indebtedness owing to the Bank by Plastics pursuant to the Plastics Credit Facilities was **\$4,399,312.41** and **USD\$2,895,445.47**, plus accrued interest as more particularly described in Schedule "C" (the "**Plastics Indebtedness**").
- b) As of May 1, 2019, the Indebtedness owing to the Bank by Properties pursuant to the Properties Credit Facilities was **\$3,502,253.43** plus accrued interest as more particularly described in Schedule "C" (the "**Properties Indebtedness**").
- c) The above amounts at 3 (a)-(b), plus accrued interest thereon, plus all monies advanced on the Temporary Overrun (as defined below), the Bank's reasonable legal fees on a solicitor and own client basis and other professional costs, and all other amounts properly payable pursuant to the Credit Facilities, the Security and this Agreement including all banking fees, are in total referred to as the "**Indebtedness**".

4. TERM OF AGREEMENT

Subject to the terms of this Agreement, the Bank shall grant the Borrowers the period of forbearance and continued credit until the Termination Date, to allow the Borrowers time to stay in operation, improve cash flow and profitability, by the Termination Date.

5. ACKNOWLEDGEMENTS

The Borrowers and the Guarantors hereby acknowledge and agree:

- a) That the Indebtedness as detailed herein is owing to the Bank by the Borrowers, and is not disputed, and the Borrowers make no claim of set-off in any way against the Indebtedness;
- b) Properties Inc. acknowledges that the following loan agreements are valid and binding upon Properties Inc., and, where applicable, the respective Guarantors following the Amalgamation:
 - i) Letter Agreement as between the Bank and 236A Inc. dated April 2, 2015;
 - ii) Confirmation of Credit Facilities Letter – Real Estate as between the Bank and 236A Inc. dated April 2, 2015;

(i-ii, collectively, the "**Original 236A Agreements**")
 - iii) Amending Agreements to the Original 236A Agreements as between the Bank and the Borrower dated November 25, 2016, December 29, 2017, and July 25, 2018, and as further amended by this Agreement.

(collectively, the "**Properties Letter Agreement**")
- c) That the Plastics Letter Agreement and the Properties Letter Agreement (as defined in Schedule "A" hereto), are valid and binding on the respective Borrowers and, where applicable, the Guarantors;
- d) That any and all obligations of the Predecessor Companies to the Bank remain the obligations of Properties Inc., and that all security, including the Predecessor Companies GSA's (as defined at Schedule "B") and the Plastics Inc. Predecessor Companies Guarantees, remain binding and in force;
- e) That the Credit Facilities and the Security, including the GSA's, the Mortgages, and the Guarantees (as defined in Schedules "A" and "B" to this Agreement), are valid and binding and shall continue to be enforceable in accordance with the terms thereof;

- f) That the Borrowers, the Guarantors, their assigns, employees and any party able to claim through the same, each agree that they have no claim for set-off, counterclaim or damages to the present time on any basis whatsoever against the Bank, its officers, directors, employees, solicitors and agents (the "Releasees") in respect of this Agreement or in any dealings with the Borrowers and Guarantors including, without limitation, any action taken by the Bank in dealing with the Credit Facilities, or with the administration of any accounts held with the Bank by the Borrowers, the Security and if there are any existing claims known or unknown, they are hereby expressly released and discharged by this Agreement;
- g) The Defaults are valid and the Bank was in a position to issue the Demands. The Borrowers and 114 Inc. further acknowledge the continuing validity of the 244(2) Consents, and agree that the Bank does not, by this Agreement, waive its rights, and the Indebtedness remains owing in full;
- h) That to the date hereof, the Bank has acted in a commercially reasonable manner and the Borrowers and, where applicable, the Guarantors are estopped from disputing same;
- i) Except as provided in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action, that would constitute a waiver of its rights to enforce the Security and pursue its remedies in respect of the Indebtedness; and,
- j) To the extent that the Bank accepts any payments or makes any advances of funds or credit available to the Borrowers during the term of this Agreement, such payments accepted or advances of funds shall not constitute a waiver of any pre-existing default, maturity of loans, or any additional defaults of the Borrowers.

6. ADMINISTRATIVE FEE

An administration fee of \$25,000 shall be jointly and severally due and payable on the execution of this Agreement (the "Administrative Fee").

7. NON-MANAGERIAL RESPONSIBILITY

The Borrowers acknowledge that the Bank shall not have control over any of the operations or affairs of the Borrowers and shall not take part in the management of the Borrowers'

affairs, including the approval of any transactions except as hereinafter qualified. Without limiting the generality of the foregoing, neither the Bank nor its agents shall be entitled to approve or execute agreements, sign cheques, or otherwise sign on bank accounts or interfere with the efficient and proper day-to-day conduct of the business and affairs of the Borrowers.

8. NO PROTECTION WITHOUT CONSENT

The Borrowers covenant and agree that they will not, Without Consent, make any filing or seek any protection (including a stay of proceedings) or seek any stay pursuant to the BIA, the *Companies Creditors' Arrangement Act* (Canada) (the "CCAA"), or otherwise at law or in equity (a "Filing"), and that any Filing made in respect of any of the Borrowers and/or the Corporate Guarantors will contain the following provisions:

- i) the terms of this Agreement will continue to bind the parties to this Agreement;
- ii) the Bank will not be affected by any stay or other order in such proceedings;
- iii) the Bank will be an unaffected creditor in any plan or proposal unless the Bank consents to be treated otherwise;
- iv) the Borrowers irrevocably consent to the variation of any stay or order in such proceedings which would purport to affect the Bank; and
- v) the Borrowers will not make or support any application which would have the effect of:
 - (1) creating any charge ranking in priority to the Security or in priority to any other rights of the Bank; or
 - (2) altering or varying the rights of the Bank under the terms of the Credit Facilities, the Security or this Agreement.

9. CONFLICT WITH THE CREDIT FACILITIES

In the event of a conflict between this Agreement and the Credit Facilities, this Agreement shall prevail, but the foregoing shall not apply to limit or restrict in any way the rights and remedies of the Bank under the Credit Facilities or this Agreement other than as may be specifically contemplated herein.

10. COVENANTS OF THE BORROWER

The Borrowers, and where applicable the Guarantors, agree and covenant that they shall:

- a) Maintain all the assets and equipment of the Borrowers in a good state of repair;

- b) Keep all Priority Claims current, including all payments due and owing to the Canada Revenue Agency, and provide to the Bank evidence that all such accounts are current, as requested by the Bank;
- c) Not declare or pay any payment to any person who does not deal with the Borrowers at arm's length (as such term is defined in the *Income Tax Act* (Canada)) except for salaries, contracts, and repayment of loans presently in place;
- d) All property taxes or other taxes owing in relation to the Properties Inc. Real Property are to be kept current by Properties Inc., and Properties Inc. shall maintain all fire liability, and property insurance with respect to same, naming the Bank as Loss Payee and provide evidence of same as requested by the Bank;
- e) The Borrowers shall maintain all fire, liability, and property insurance with respect to the assets forming the Bank's Security on terms and amounts satisfactory to the Bank naming the Bank as Loss Payee and provide evidence of same as requested by the Bank;
- f) Take all steps to improve operations and cash flow;
- g) Without Consent, limit capital expenditures, through the term of this Agreement, to a cumulative sum of \$550,000 (including the purchase or lease of the Conair equipment as described in Conair Order Acknowledgment dated March 3, 2018);
- h) The Borrowers shall fully cooperate with BDO in its capacity as Monitor;
- i) The Borrowers shall provide the following monthly reporting to the Bank, beginning on June 1, 2019 and continuing each month thereafter until the Termination Date (the "**Monthly Reports**"), in the format required by the Monitor on behalf of the Bank:
 - i) Monthly income statements;
 - ii) Monthly sales revenue reports;
 - iii) Monthly borrowing base report;
 - iv) Rolling monthly actual cash flow reports for the month preceding the report beginning on June 1, 2019; and,

- v) Any further reporting that the Bank may require from time to time, in its sole discretion.
- j) The Borrowers shall keep current all payments of principal and interest to the Bank under the Credit Facilities during the term of this Agreement;
- k) On or before June 14, 2019, the Borrower shall use all best efforts to obtain the BDC Financing, and shall provide the Bank with an executed discussion paper from BDC with respect to the BDC Financing, satisfactory to the Bank in its absolute discretion (the "**Discussion Paper**");
- l) On or before August 1, 2019, the Borrower shall secure and be in receipt of the BDC Financing, and shall provide the Bank with reporting on the projected usage of the BDC Financing, satisfactory to the Bank in its sole discretion;
- m) On or before September 18, 2019, Properties Inc. shall take all necessary steps to vacate or otherwise have the Construction Liens, and all other construction liens, discharged from title to the Properties Inc. Real Property, at the sole expense of the Borrowers and/or the Guarantors;
- n) The Borrowers and the Guarantors will reimburse the Bank for all expenses that the Bank has incurred or will incur arising out of its dealings with the Borrowers and with the preparation of this Agreement and in the protection, preservation and enforcement of the Security, including all legal fees of the Bank on a solicitor and own client basis, and all other fees in relation to the Borrowers in general and this Agreement. The Borrowers and the Guarantors specifically waive any and all rights they may have to assess any of the legal or agents' fees previously paid or paid in the future by the Bank, or any agent, whether such right arises pursuant the *Solicitor's Act* (Ontario) or any other law or statute. In this regard, the Borrowers and the Guarantors acknowledge and agree that they fully indemnify the Bank for all expenses detailed herein.

11. AMENDMENTS TO THE CREDIT FACILITIES

The Bank shall continue to provide the Borrowers with access to the Credit Facilities, as modified by the terms of this Agreement and the terms of the Credit Amending Agreement and as amended, through the term of this Agreement, as follows:

Plastics Inc.

Through the term of this Agreement, the credit limit of the Plastics Credit Line shall be temporarily increased by the total sum of \$2,000,000 to \$5,500,000 to allow Plastics Inc. to continue in operation (the "\$2,000,000 Temporary Overrun"). The \$2,000,000 Temporary Overrun shall be repayable in full on the Termination Date, with interest charged on the Temporary Overrun at RBP plus 1.5% per annum, such that the credit limit on the Plastics Credit Line shall be \$3,500,000 following the term of this Agreement. No excess borrowings shall be permitted above the Credit Limit, subject to the \$2,000,000 Temporary Overrun, on the Plastics Credit Line. This facility is made at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Effective immediately, the interest charged on the Plastics Credit Line shall be increased to RBP plus 1.5% per annum.

The Availability section for the Plastics Credit Line as detailed in the Plastics Letter Agreement is amended so that the Borrowing Limit (as defined in the Plastics Letter Agreement) shall be as follows, through the term of this Agreement:

- a) 75% of Good Canadian/US Accounts Receivable;
- b) 90% of Good EDC Accounts Receivable;
- c) 90% of Good Private Insured Accounts Receivable;
- d) 75% of Good Designated Accounts Receivable;
- e) to a maximum of \$2,000,000, 50% of the lesser of cost or net realizable value of Finished Goods Inventory; and
- f) 50% of the lesser of cost or net realizable value of Raw Materials Inventory.

12. BANK'S RIGHTS

It is understood and agreed that nothing contained in this Agreement and no negotiations, correspondence or discussions among the parties hereto, shall prejudice, affect or waive any of the Bank's rights under the terms of the Credit Facilities or the Security, except as those rights may have been modified by this Agreement.

13. AFFIRMATION BY GUARANTORS

- a) The Guarantors hereby ratify the covenants contained in the Guarantees provided, and hereby confirm to the Bank that the Guarantees (as defined in Schedule "B" to this Agreement) are and remain good, valid and binding upon and enforceable against them.
- b) It is further understood and agreed that nothing contained in this Agreement and no negotiations or discussions among the parties hereto shall prejudice the right of the Bank to pursue its remedies against the Guarantors except as those rights may have been modified in this Agreement.

14. EVENTS OF DEFAULT

The Borrowers shall be in default of this Agreement upon the happening of any of the following Events of Default:

- a) The Borrowers fail to make any payment due to the Bank under the Credit Facilities and this Agreement in a timely manner;
- b) The Borrowers are in breach of any terms of this Agreement, or any further breach of the Credit Facilities or any other agreement with the Bank, including, without limitation, the Security;
- c) The Borrowers fail to cooperate fully with the Monitor as required under this Agreement;
- d) The Borrowers fail to provide the Bank with the Weekly Reports;
- e) If, for any reason whatsoever, a creditor of the Borrowers holding security in priority or subordinate to the Security commences to enforce its security, or if any creditor of the Borrowers should obtain a judgment and/or a lien as against the Borrowers or their

property, or as against the Properties Inc. Real Property, with the sole exception of the existing Construction Liens (which must be vacated or discharged pursuant to this Agreement);

- f) If, in the opinion of the Bank, acting reasonably, the Borrowers fail to take all steps to improve cash flow and increase profitability;
- g) There is, in the opinion of the Bank, acting reasonably, a material deterioration in the Security or the ability of the Bank to maximize the recovery of the Indebtedness;
- h) The Borrowers make a Filing under the CCAA and/or the BIA;
- i) The Borrowers and/or the Guarantors fail to permanently repay the Bank the \$2,000,000 Temporary Overrun on or before the Termination Date;
- j) The Borrowers are in breach of any of their material obligations to a third party, including the default of payment to such parties.

15. ENFORCEMENT

The Bank may proceed to enforce its Security and to pursue the Borrowers and the Guarantors for payment of the Indebtedness at any time and, accordingly, the Borrowers and the Guarantors hereby consent to the Bank taking such steps as the Bank deems reasonably necessary, in its discretion, to collect the Indebtedness and enforce its Security and the terms of this Agreement, and to take all further necessary and lawful steps, and accordingly:

- i) The Borrowers, and where applicable, the Guarantors, consent to the Bank taking such steps as the Bank deems reasonably necessary, in its discretion, to collect the Indebtedness and enforce its Security and the terms of this Agreement including, without limitation, the appointment of a receiver as against or over the property of the Borrowers and, where applicable, the Guarantors. On an Event of Default, Properties Inc. agrees to the Bank taking steps to sell the Properties Inc. Real Property, and agrees that peaceful possession of same will be provided to the Bank;
- ii) The Borrowers and the Guarantors hereby consent to the appointment of any such receiver, in the form set out at Schedule "D" hereto (the "Consent to

Appointment”), consenting to the immediate private or court appointment of an interim receiver, receiver or receiver and manager of all property of the Borrowers and Guarantors, and of the Properties Inc. Real Property, which Consent to Appointment shall be held in escrow by the Bank’s counsel, Harrison Pensa LLP, and used on an Event of Default, or following the Termination Date; and,

- iii) The Borrowers and the Guarantors hereby consent to judgment in favour of the Bank for the Indebtedness on the date that the Bank acts on the Consent to Judgment and for possession of the Properties Inc. Real Property (the **“Consent to Judgment”**) as set out at Schedule “E” hereto, which shall be held in escrow by the Bank’s counsel, Harrison Pensa LLP, and used on an Event of Default, or following the Termination Date.

The Consent to Judgment and the Consent to Appointment are valid and binding upon their provision by the Borrowers and Guarantors to the Bank, and not subject to any conditions precedent.

16. EXTENSION OF AGREEMENT OR PAYMENT IN FULL

The Bank, in its sole discretion, may extend the period of credit and forbearance on terms acceptable to it.

17. PREVIOUS AGREEMENTS

This Agreement replaces all previous agreements between the Borrowers and the Bank, save and except the Credit Facilities.

18. NON-WAIVER

No delay on the part of the Bank in exercising any remedy or any waiver of the rights given to it hereunder or any of the Bank’s Security shall operate as a waiver thereof except if such waiver is specifically given in writing by the Bank, and no forbearance on the part of the Bank with respect to any event of default shall be deemed to be of any waiver by the Bank of that event of default or any other subsequent or similar event of default.

19. TIME OF THE ESSENCE

Time is of the essence in this Agreement, but a forbearance by the Bank in the strict application of this provision shall not operate as a continuing or subsequent forbearance.

20. CONFLICT

Except as explicitly amended by this Agreement, the terms and provisions of the Credit Facilities, and the Bank's Security shall remain in full force and effect and no statement, representation, warranty, undertaking or agreement is enforceable unless in writing signed by the party against who it is asserted or his or her authorized agent. In the event of a conflict between the terms and provisions of same and this Agreement, the terms and provisions of this Agreement shall govern.

21. FURTHER ASSURANCES

The Borrowers shall from time to time and at all times hereafter, at every reasonable request of the Bank, make, do, execute and deliver, or cause to be made, done, executed and delivered, at the sole cost and expense of the Borrowers, all such further acts, deeds and assurances and things as may be necessary or desirable in the opinion of the Bank for more effectually implementing the true intent and meaning of this Agreement.

22. NOTICE

Any notice, demand, approval, consent, waiver or other communication ("**Notice**") to be given by one party to another under this Agreement, shall be in writing and shall be sufficiently given if delivered personally, forwarded by registered mail or transmitted by facsimile transmission or e-mail to such party as follows:

In the case of the Borrowers and the Guarantors:

To the addresses as provided in this Agreement and,

In the case of the Bank to:

Royal Bank of Canada
222 Bay St. – 24th Floor
Toronto, ON M5K 1G8
Attention: Greg Smith
Via E-Mail: greg.smith@rbc.com

with a copy to:

Harrison Pensa ^{LLP}
Barristers and Solicitors
450 Talbot Street, P.O. Box 3237,
London, Ontario N6A 4K3
Attention: Tim Hogan
Via e-mail: thogan@harrisonpensa.com

or to such other address or fax number as may be designated by Notice given as aforesaid to the other party by the party to whom Notice is to be given. Any Notice delivered and received as aforesaid shall be deemed to have been given and received on the first business day following the date of personal delivery, the forwarding by registered mail, or facsimile transmission, as the case may be.

23. SUCCESSORS AND ASSIGNS

The Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, administrators, executors or permitted assigns.

24. UNENFORCEABILITY

The invalidity, illegality or unenforceability, for any reason, of any term or provision of this Agreement, shall not in any manner invalidate any other term or provision hereof; the same shall be deemed to have been severed herefrom so that the validity, legality and enforceability of the remaining terms and provisions hereof shall not be affected, prejudiced or impaired thereby.

25. GOOD FAITH

It is acknowledged by the Borrowers that this Agreement was prepared following good faith negotiations, by the Bank and the Borrowers.

26. PIPEDA

The Borrowers and Guarantors hereby consent to the Bank's release of personal information in relation to the Credit Facilities, without notice to the Borrowers and/or the Guarantors and at the Bank's absolute discretion, to any entity having an interest or potential interest in the collateral for its enforcement or collection purposes. The Borrowers and Guarantors further agree and acknowledge that such release of personal information by the Bank is lawful and is permitted despite other avenues that may be available to any third party to obtain such

personal information and that such release is not a violation of the provisions of the *Personal Information and Electronic Documents Act*, S.C. 2000, c.5, s.7 and is made with the knowledge and consent of the Borrowers and Guarantors as is required under this legislation.

27. COUNTERPARTS and FACSIMILE COPIES

This Agreement or any amendment thereto may be executed in counterparts, and if so executed all counterparts when taken together shall comprise one and the same instrument, and facsimile copies or portable document format (PDF) of signatures shall be treated as originals for all purposes.

28. LIMITATION PERIOD

The Obligations of the Borrowers and the Guarantors to the Bank are hereby acknowledged and shall be continued to be acknowledged through the term of this Agreement. Any limitation period in relation to the Demands, the Indebtedness, the Credit Facilities and the Security (in accordance with the Limitations Act, 2002 (Ontario)) and any similar legislation in the Province of Quebec is hereby expressly extended to a period of six (6) years from the date of this Agreement.

29. ACKNOWLEDGEMENT BY THE BORROWER

The Borrowers hereby confirm and acknowledge that, as of today's date, it has no adverse claims whatsoever against the Bank, its agents or professional advisors including, without limitation, their agents, employees consultants and solicitors (including claims for set-off, counterclaim or damages) with respect to its dealings with the Borrowers.

30. ACCEPTANCE

This Agreement is open for acceptance until 4:00 pm on May 17, 2019. Should the Borrowers not accept this offer by the time indicated, the same shall become null and void and no longer binding on the Bank.

The Borrowers covenant and agree with the Bank that this Agreement is subject to the following conditions, which are for the exclusive benefit of the Bank and may be waived only by the Bank in writing. Each of the following conditions is to be completely fulfilled or

performed prior to this Agreement being a binding Agreement on the Bank, unless the Bank waives any of the conditions, or this Agreement shall then be at an end:

- The Bank's receipt of:
 - a duly authorized and executed copy of this Agreement and the Administrative Fee;

In witness whereof the parties hereto have executed this Agreement as of the day and year first above written.


ROYAL BANK OF CANADA

Per:  _____

Greg Smith


I have the authority to bind the Bank

SLE-CO PLASTICS INC.

Per:  _____


I have the authority to bind the Corporation

SLE-CO PROPERTIES INC.

Per:  _____

I have the authority to bind the Corporation

1142024 ONTARIO INC.

Per:  _____

I have the authority to bind the Corporation

2253125 ONTARIO INC.

Per:  _____

I have the authority to bind the Corporation

2384003 ONTARIO INC.

Per: _____

I have the authority to bind the Corporation

Jeffrey Slegers

K. O'Leary
Witness

- Schedule "A" - Credit Facilities
- Schedule "B" - Security
- Schedule "C" - Indebtedness
- Schedule "D" - Consent to Appointment
- Schedule "E" - Consent to Judgment

SCHEDULE "A"

CREDIT FACILITIES

Plastics Inc. (the "Plastics Credit Facilities")

The following facilities were provided to the Borrowers as detailed in the Letter Agreement dated July 23, 2018 and accepted Plastics Inc. on July 31, 2018 and amended by Letter Agreement dated August 22, 2018, and as further amended by the Credit Amending Agreement dated March 4, 2019 and Addendum dated March 22, 2019 and this Agreement (collectively, the "Plastics Letter Agreement"):

1. Facility # 1 - Revolving Demand Facility: payable on demand, with a credit limit of \$3,500,000.0, increasing to \$5,500,000 pursuant to the \$2,000,000 Temporary Overrun¹ (the "Plastics Credit Line");
2. Facility # 2 - Revolving Lease Line: with a credit limit of \$3,500,000 (the "Plastics Lease");
3. Visa Business Facility: with a credit limit of \$100,000 available in Canadian currency and US currency, as governed by a RBC Royal Bank Visa Business Card Agreement dated February 18, 2016 (the "Plastics Visa"); and,
4. All Foreign Exchange Forward Contracts outstanding from time to time.

Properties Inc. (the "Properties Credit Facility")

The following facilities were provided to Properties Inc.² as detailed in the Letter Agreement dated April 2, 2015 and the Confirmation of Credit Facilities Letter Real Estate Agreement dated April 2, 2015, as amended by Amending Agreements dated November 25, 2016, December 29, 2017 and July 25, 2018, and as further amended by this Agreement (collectively, the "Properties Letter Agreement"):

1. Facility # 1 – Multi-Draw Term Loan Facility: in the sum of \$4,500,000 (the "Properties Term Loan").

1 Pursuant to Article 11, above.

2 Listed Borrower was 236A Inc.

SCHEDULE "B" SECURITY

As security for the Credit Facilities and for any monies advanced or to be advanced in the future by the Bank to the Borrowers, and for all other present and future indebtedness, fees, expenses and other liabilities, direct or indirect, absolute or contingent due by the Borrowers to the Bank, including the Bank's solicitor and own client legal fees in relation to the enforcement of the Security, and the preparation of this Agreement, the Borrowers and the Guarantors, as the case may be, have granted to the Bank security over their assets consisting of the following:

Plastics Inc.

1. General Security Agreement from Plastics Inc. dated January 15, 2015;
 2. General Security Agreement from Plastics Inc. dated April 7, 2015;
 3. General Security Agreement from 114 Inc. dated July 31, 2018;
 4. General Security Agreement from 238 Inc. dated May 5, 2016;
 5. General Security Agreement from 145A Inc. dated April 7, 2015;
 6. General Security Agreement from 135A Inc. dated April 7, 2015;
 7. General Security Agreement from 235A Inc. dated April 7, 2015;
 8. General Security Agreement from 236A Inc. dated April 7, 2015;
- (5-8 collectively, the "Predecessor Companies GSA's")
(1-8 collectively, the "Plastics GSA's")
9. Assignment of Life Insurance Policy from Slegers dated April 29, 2015;
 10. Guarantee and Postponement of Claim in the amount of \$7,100,000 dated March 4, 2019 from Properties Inc.;
 11. Guarantee and Postponement of Claim in the amount of \$7,100,000 dated July 31, 2018 from 114 Inc.;
 12. Guarantee and Postponement of Claim in the amount of \$7,100,000 dated July 31, 2018 from 238 Inc.;
 13. Guarantee and Postponement of Claim in the amount of \$7,100,000 dated July 31, 2018 from 225 Inc.;
 14. Guarantee and Postponement of Claim in the amount of \$1,000,000 dated April 7, 2015 from Slegers;
 15. Guarantee and Postponement of Claim in the amount of \$7,100,000 dated July 31, 2018 from 145A Inc.;
 16. Guarantee and Postponement of Claim in the amount of \$7,100,000 dated July 31, 2018 from 135A Inc.;
 17. Guarantee and Postponement of Claim in the amount of \$7,100,000 dated July 31, 2018 from 235A Inc.; and,

18. Guarantee and Postponement of Claim in the amount of \$7,100,000 dated July 31, 2018 from 236A Inc.

(10-18 collectively, the "**Plastics Guarantees**")

(15-18 collectively, the "**Plastics Inc. Predecessor Companies Guarantees**")

Properties Inc.

1. General Security Agreement dated March 4, 2019 and General Security Agreement from 236A Inc. dated April 7, 2015 (collectively with the Plastics GSA's, the "**GSA's**");
2. Collateral mortgage in the principal amount of \$4,500,000, receipted as instrument no. CT156622 on August 3, 2018 (the "**First Properties Inc. Mortgage**") over the Properties Inc. Real Property, 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));
3. Collateral mortgage in the principal amount of \$2,600,000, receipted as instrument no. CT164931 on March 18, 2019 (collectively with the First Properties Inc. Mortgage, the "**Mortgages**") over the Properties Inc. Real Property;
4. Guarantee and Postponement of Claim from Plastics Inc. dated March 4, 2019 and limited to the sum of \$4,500,000 (the "**Plastics Inc. Properties Guarantee**", collectively with the Plastics Guarantees, the "**Guarantees**").

**SCHEDULE "C"
INDEBTEDNESS**

INDEBTEDNESS OF THE BORROWERS AS AT MAY 1, 2019³

Plastics Indebtedness

	TOTAL DUE
Plastics Credit Line (04117-94506888-001)	\$4,217,813.56
Plastics Credit Line (USD) (04117-94506888-003)	USD\$226,248.02
Plastics Lease (201000022147, 201000024491, 201000027222, 201000025019, 201000034740, 201000039576, 201000041609)	\$168,738.24 USD\$2,669,197.45
Plastics Visa (4514031009938560, 4514031009938594, 4516070011010578, 4516070011010602 4516070011011386, 4516070011028489, 4514031009938537, 4516070011011717)	\$12,760.61
TOTAL	\$4,399,312.41 USD\$2,895,445.47

Properties Indebtedness

	TOTAL DUE
Properties Term Loan (04117 - 94469269)	\$3,502,253.43
TOTAL	\$3,502,253.43

³ Plus accruing interest, billed and unbilled legal fees and the Administrative Fee.

SCHEDULE "D"

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

-and-

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., 1142024 ONTARIO INC., 2253125
ONTARIO INC., AND 2384003 ONTARIO INC.

Defendants

CONSENT

The Defendants hereby consent to the appointment of a Receiver of the property of the Defendants under the terms of an Order substantially in the form attached at Schedule D-1 hereto or to the private appointment of same.

Dated at ST. THOMAS, Ontario this 15 day of MAY, 2019.

SLE-CO PLASTICS INC.

Per: [Signature]

I have the authority to bind the Corporation

SLE-CO PROPERTIES INC.

Per: [Signature]

I have the authority to bind the Corporation

1142024 ONTARIO INC.

Per: [Signature]

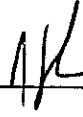
I have the authority to bind the Corporation

2253125 ONTARIO INC.

Per:  _____

I have the authority to bind the Corporation

2384003 ONTARIO INC.

Per:  _____

I have the authority to bind the Corporation

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, _____ is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof, and of the real property described at Schedule "A" to this Order (collectively, the "Property").

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;
- (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 Debtor, 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 Debtor;
- (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 Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, 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 Debtor, 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 \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; 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.

- (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 Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor 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 Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (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 Debtor, 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 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 DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor 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 Debtor 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 Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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 Debtor, 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 Debtor 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 Debtor 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 Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor 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 Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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 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 Debtor, 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 \$_____ (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 "A" 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/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>':

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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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 Debtor.

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.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if

not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's 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.

SCHEDULE "A"

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 "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [], the receiver (the "Receiver"), as appointed by Order of the Ontario Superior Court of Justice in Bankruptcy and Insolvency (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, of the assets, undertakings and properties of Sle-Co Plastics Inc., Sle-Co Properties Inc., 1142024 Ontario Inc., 2253125 Ontario Inc., and 2384003 Ontario Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof, and of the real property described at Schedule "A" to the Order (collectively, the "Property"), has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

[], solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "E"

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

-and-

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., 1142024 ONTARIO INC., 2253125
ONTARIO INC., 2384003 ONTARIO INC., AND JEFFREY SLEEGERS

Defendants

CONSENT

The parties hereto, by their solicitors or individually, consent to a Judgment attached hereto as Schedule "E-1".

The parties herein, by their solicitors or individually, hereby certify that the Judgment being consented to does not affect the rights of any parties under disability.

DATED AT this day of MAY, 2019

HARRISON PENSA LLP

Per: _____
Solicitors for the Plaintiff

DATED AT *ST THOMAS* this *15* day of MAY, 2019


SLE-CO PLASTICS INC.

Per: *AK* _____

I have the authority to bind the Corporation

DATED AT ST. THOMAS this 5 day of MAY, 2019

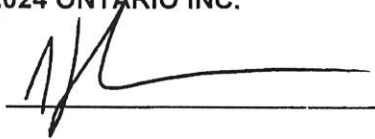
SLE-CO PROPERTIES INC.

Per: 

I have the authority to bind the Corporation

DATED AT ST. THOMAS this 5 day of MAY, 2019

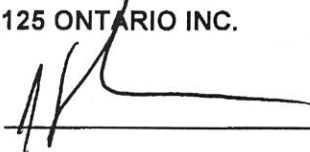
1142024 ONTARIO INC.

Per: 

I have the authority to bind the Corporation

DATED AT ST THOMAS this 5 day of MAY, 2019


2253125 ONTARIO INC.

Per: 

I have the authority to bind the Corporation


DATED AT ST THOMAS this 5 day of MAY, 2019

2384003 ONTARIO INC.

Per: 

I have the authority to bind the Corporation

DATED AT ST THOMAS this 5 day of MAY, 2019


Witness


Jeffrey Slegers

SCHEDULE "E-1"

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

-and-

SLE-CO PLASTICS INC., SLE-CO PROPERTIES INC., 1142024 ONTARIO INC., 2253125
ONTARIO INC., 2384003 ONTARIO INC., AND JEFFREY SLEEGERS

Defendants

JUDGMENT

THIS MOTION for judgment, made by the Plaintiff was heard this day at the Court House,
80 Dundas Street, London, Ontario;

ON READING the Notice of Motion and the consent, filed,

1. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Sle-Co Plastics Inc., pay to the Plaintiff the sum of \$4,217,813.56 owing as of May 1, 2019 with interest on this sum from May 1, 2019 until payment thereof at the Plaintiff's prime rate of interest from time to time plus 1.5% per annum.
2. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Sle-Co Plastics Inc., pay to the Plaintiff an amount in Canadian currency sufficient to purchase US \$226,248.02, and interest at the Plaintiff's prime rate of interest from time to time plus 1.5% per annum from May 1, 2019 until payment in full at a bank in Ontario listed in Schedule I to the *Bank Act* (Canada) at the close of business on the first day on which the bank quotes a Canadian dollar rate for purchase of the foreign currency before the day payment of the obligation is received by the Plaintiff.

3. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Sle-Co Plastics Inc., pay to the Plaintiff the sum of \$168,738.24 owing as of May 1, 2019 with interest on this sum from May 1, 2019 until payment thereof at the Plaintiff's prime rate of interest from time to time plus 0.75% per annum.
4. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Sle-Co Plastics Inc., pay to the Plaintiff an amount in Canadian currency sufficient to purchase US \$2,669,197.45, and interest at the Plaintiff's prime rate of interest from time to time plus 0.75% per annum from May 1, 2019 until payment in full at a bank in Ontario listed in Schedule I to the *Bank Act* (Canada) at the close of business on the first day on which the bank quotes a Canadian dollar rate for purchase of the foreign currency before the day payment of the obligation is received by the Plaintiff.
5. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Sle-Co Plastics Inc., pay to the Plaintiff the sum of \$12,760.61 owing as of May 1, 2019 with interest on this sum from May 1, 2019 until payment thereof at 19.99% per annum.
6. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Sle-Co Plastics Inc., pay to the Plaintiff the sum of \$3,502,253.43 owing as of May 1, 2019 with interest on this sum from May 1, 2019 until payment thereof at the Plaintiff's prime rate of interest from time to time plus 5% per annum.
7. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Sle-Co Properties Inc., pay to the Plaintiff the sum of \$3,502,253.43 owing as of May 1, 2019 with interest on this sum from May 1, 2019 until payment thereof at the Plaintiff's prime rate of interest from time to time plus 0.75% per annum.

8. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Sle-Co Properties Inc., pay to the Plaintiff the sum of \$4,399,312.41 owing as of May 1, 2019 with interest on this sum from May 1, 2019 until payment thereof at the Plaintiff's prime rate of interest from time to time plus 5% per annum.
9. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Sle-Co Properties Inc., pay to the Plaintiff an amount in Canadian currency sufficient to purchase US \$2,895,445.47, and interest at the Plaintiff's prime rate of interest from time to time plus 5% per annum from May 1, 2019 until payment in full at a bank in Ontario listed in Schedule I to the *Bank Act* (Canada) at the close of business on the first day on which the bank quotes a Canadian dollar rate for purchase of the foreign currency before the day payment of the obligation is received by the Plaintiff.
10. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, 1142024 Ontario Inc., pay to the Plaintiff the sum of \$4,399,312.41 owing as of May 1, 2019 with interest on this sum from May 1, 2019 until payment thereof at the Plaintiff's prime rate of interest from time to time plus 5% per annum.
11. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, 1142024 Ontario Inc., pay to the Plaintiff an amount in Canadian currency sufficient to purchase US \$2,895,445.47, and interest at the Plaintiff's prime rate of interest from time to time plus 5% per annum from May 1, 2019 until payment in full at a bank in Ontario listed in Schedule I to the *Bank Act* (Canada) at the close of business on the first day on which the bank quotes a Canadian dollar rate for purchase of the foreign currency before the day payment of the obligation is received by the Plaintiff.
12. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, 2253125 Ontario Inc., pay to the Plaintiff the sum of \$4,399,312.41 owing as of May 1, 2019 with interest on this sum

from May 1, 2019 until payment thereof at the Plaintiff's prime rate of interest from time to time plus 5% per annum.

13. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, 2253125 Ontario Inc., pay to the Plaintiff an amount in Canadian currency sufficient to purchase US \$2,895,445.47, and interest at the Plaintiff's prime rate of interest from time to time plus 5% per annum from May 1, 2019 until payment in full at a bank in Ontario listed in Schedule I to the *Bank Act* (Canada) at the close of business on the first day on which the bank quotes a Canadian dollar rate for purchase of the foreign currency before the day payment of the obligation is received by the Plaintiff.

14. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, 2384003 Ontario Inc., pay to the Plaintiff the sum of \$4,399,312.41 owing as of May 1, 2019 with interest on this sum from May 1, 2019 until payment thereof at the Plaintiff's prime rate of interest from time to time plus 5% per annum.

15. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, 2384003 Ontario Inc., pay to the Plaintiff an amount in Canadian currency sufficient to purchase US \$2,895,445.47, and interest at the Plaintiff's prime rate of interest from time to time plus 5% per annum from May 1, 2019 until payment in full at a bank in Ontario listed in Schedule I to the *Bank Act* (Canada) at the close of business on the first day on which the bank quotes a Canadian dollar rate for purchase of the foreign currency before the day payment of the obligation is received by the Plaintiff.

16. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Jeffrey Slegers, pay to the Plaintiff the sum of \$1,000,000 owing as of May 1, 2019 with interest on this sum from May 1, 2019 until payment thereof at the Plaintiff's prime rate of interest from time to time plus 5% per annum;

17. **THIS COURT ORDERS AND ADJUDGES** that the Defendant, Sle-Co Properties Inc., deliver up to the Plaintiff possession of the premises 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)); and,
- 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)).

18. **THIS COURT ORDERS AND ADJUDGES** that the Defendants pay costs of this action and motion on a substantial indemnity basis.

Justice, *Ontario* Superior Court of Justice

EXHIBIT "T"



Timothy C. Hogan
Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Law Clerk: Lindsay Provost
Direct Line: (519) 850-5583
lprovost@harrisonpensa.com

June 17, 2019

SENT BY REGISTERED AND E-MAIL – JJSLEEGERS@SLECO.COM

Sle-Co Plastics Inc. (“Plastics Inc.”)

400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Sle-Co Properties Inc. (“Properties Inc.”)

400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Attention: Jeff Slegers

Dear Mr. Slegers

**Re: Royal Bank of Canada (the “Bank”) and Sle-Co Plastics Inc. and Sle-Co Properties Inc. (the “Borrowers”)
Our File No. 176723**

As you are aware, we are counsel for the Bank.

This follows the Credit Amending Agreement dated May 15, 2019 as between the Borrowers, certain guarantors and the Bank (the “**Agreement**”).

Article 10(k) of the Agreement provides: *On or before June 14, 2019, the Borrowers shall use all best efforts to obtain the BDC Financing, and shall provide the Bank with an executed discussion paper from BDC with respect to the BDC Financing, satisfactory to the Bank in its absolute discretion (the “**Discussion Paper**”).*

The Discussion Paper was not provided to the Bank. As a result of the above, the Agreement is in default.

This default and the Bank’s rights arising from the default are not waived and are preserved.

All terms and conditions set out in the Agreement continue to be applicable and we expressly reserve our rights with respect to all defaults.

HARRISON PENSA LLP
Lawyers

Please confirm acknowledgement of the above by signing the enclosed duplicate copy of this letter and returning it to us no later than ten (10) days from today.

Yours truly,

HARRISON PENSA LLP



Timothy C. Hogan
TCH/lfe

cc: Eric Grigg via email – E.Grigg@AdvocatesLLP.com

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SLE-CO PLASTICS INC.

Witness

I have authority to bind the company

SLE-CO PROPERTIES INC.

Witness

I have authority to bind the company

1142024 ONTARIO INC.

Witness

I have authority to bind the company

2253125 ONTARIO INC.

Witness

I have authority to bind the company

2384003 ONTARIO INC.

Witness

I have authority to bind the company

Witness

JEFFREY SLEEGERS

EXHIBIT "U"



HARRISON PENSA

Timothy C. Hogan

Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Law Clerk: Lindsay Provost
Direct Line: (519) 850-5583
lprovost@harrisonpensa.com

July 2, 2019

**SENT BY REGISTERED AND REGULAR MAIL AND E-MAIL –
JJSLEEGERS@SLECO.COM**

Sle-Co Plastics Inc. (“Plastics Inc.”)

400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Sle-Co Properties Inc. (“Properties Inc.”)

400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Attention: Jeff Slegers

Dear Mr. Slegers

**Re: Royal Bank of Canada (the “Bank”) and Sle-Co Plastics Inc. and Sle-Co
Properties Inc. (the “Borrowers”)
Our File No. 176723**

As you are aware, we are counsel for the Bank.

This follows the Credit Amending Agreement dated May 15, 2019 as between the Borrowers, certain guarantors and the Bank (the “**Agreement**”).

This also follows the Bank’s letter dated June 17, 2019 (the “**Default Letter**”), setting out the default of the Borrowers under the terms of the Agreement, in failing to provide the Bank with the Discussion Paper (as defined in the Default Letter) (the “**Default**”).

The Bank understands that the Borrowers continue to seek refinancing in an amount sufficient to repay the Indebtedness (as defined in the Agreement) in full.

Notwithstanding the Default, the Bank shall provide the Borrowers with day-to-day forbearance and continued credit, pursuant to the terms of the Agreement. Such forbearance and continued credit shall be provided in the Bank’s sole and unfettered discretion, and may be terminated by the Bank at any time without further notice.

HARRISON PENSA LLP
Lawyers

Despite such day-to-day forbearance, the Agreement remains in default, and the Bank's rights arising from such Default are not waived by this letter, and are preserved.

All terms and conditions set out in the Agreement continue to be applicable except as modified herein, and we expressly reserve our rights with respect to the existing Default and any future defaults.

Please confirm acknowledgement of the above by signing the enclosed duplicate copy of this letter and returning it to us no later than ten (10) days from today.

Yours truly,


HARRISON PENZA ^{LLP}




Timothy C. Hogan
TCH/lfe

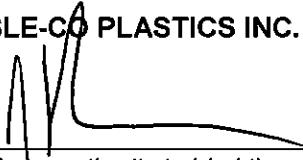
cc: Angelo D'Ascanio via email – a.dascanio@advocatesllp.com

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Witness


Witness

SLE-~~CO~~ PLASTICS INC.


I have authority to bind the company


SLE-~~CO~~ PROPERTIES INC.


I have authority to bind the company




Witness

1142024 ONTARIO INC.




I have authority to bind the company




Witness

2253125 ONTARIO INC.

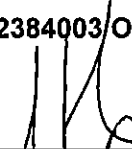


I have authority to bind the company




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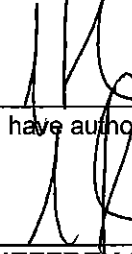
2384003 ONTARIO INC.



I have authority to bind the company



Witness



JEFFREY SLEEGERS

EXHIBIT "V"



HARRISON PENSA

Timothy C. Hogan

Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Law Clerk: Lindsay Provost
Direct Line: (519) 850-5583
lprovost@harrisonpensa.com

August 19, 2019

SENT BY REGISTERED AND REGULAR MAIL AND E-MAIL –
JJSLEEGERS@SLECO.COM and jasma@sleco.com

Sle-Co Plastics Inc. (“Plastics Inc.”)

400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Sle-Co Properties Inc. (“Properties Inc.”)

400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Attention: Jeff Slegers and John Asma

Dear Mr. Slegers and Mr. Asma

**Re: Royal Bank of Canada (the “Bank”) and Sle-Co Plastics Inc. and Sle-Co
Properties Inc. (the “Borrowers”)
Our File No. 176723**

As you are aware, we are counsel for the Bank.

This follows the Credit Amending Agreement dated May 15, 2019 as between the Borrowers, certain guarantors and the Bank (the “**Agreement**”), and the Bank’s letter dated June 17, 2019 (the “**Default Letter**”), setting out the default of the Borrowers under the terms of the Agreement, in failing to provide the Bank with the Discussion Paper (as defined in the Default Letter) (the “**Default**”).

This also follows our letter of July 2, 2019, confirming the Bank’s day to day forbearance and credit.

The Borrower has provided the Bank with its margin report for June 30, 2019, which confirms that the Borrower has excess borrowings of \$876,430 (the margin availability at \$4,174,354.00 less \$5,050,784.00) as of August 19, 019, over the net borrowing base (the “**Excess Borrowings**”).

HARRISON PENSA LLP
Lawyers

Despite the continuing Default, and the Excess Borrowings, this will confirm that the Bank will continue day to day forbearance and credit, until September 15, 2019, to permit the Borrower to cure the Excess Borrowings and for the borrowings on the Operating Line balance to return to within the Credit Limit.

Such forbearance and continued credit shall be provided in the Bank's sole and unfettered discretion, and may be terminated by the Bank at any time without further notice.

Despite such day-to-day forbearance, the Agreement remains in default, and the Bank's rights arising from such Default are not waived by this letter, and are preserved.

All terms and conditions set out in the Agreement continue to be applicable except as modified herein, and we expressly reserve our rights with respect to the existing Default and any future defaults.

Please confirm acknowledgement of the above by signing the enclosed duplicate copy of this letter and returning it to us no later than ten (10) days from today.

Yours truly,

HARRISON PENSA LLP



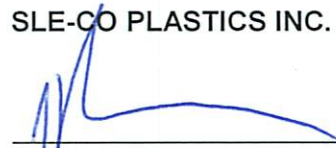
Timothy C. Hogan
TCH/lfe

cc: Angelo D'Ascanio via email – a.dascanio@advocatesllp.com

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Witness

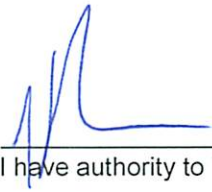
SLE-CO PLASTICS INC.



I have authority to bind the company

SLE-CO PROPERTIES INC.

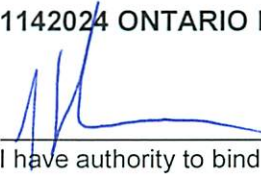
Witness



I have authority to bind the company

1142024 ONTARIO INC.


Witness



I have authority to bind the company

2253125 ONTARIO INC.


Witness



I have authority to bind the company

2384003 ONTARIO INC.

Witness



I have authority to bind the company

Witness



JEFFREY SLEEGERS

EXHIBIT "W"

Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 12 day of September, 2019

BUYER: [Redacted], agrees to purchase from
(Full legal names of all Buyers)

SELLER: SLE-CO PROPERTIES INC., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 400 South Edgeware Rd. St. Thomas N5P 3Z5

fronting on the side of

in the City of St. Thomas

and having a frontage of 1093.04 Ft more or less by a depth of more or less

and legally described as PT LT 8 1ST RANGE SOUTH EDGEWARE ROAD YARMOUTH PT 1 & 2 11 R6493;T/W

E230839, E230840, E230841; S/T E378042; ST. THOMAS (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: [Redacted] Dollars (CDN\$) [Redacted]

DEPOSIT: Buyer submits Upon acceptance (Herewith/Upon Acceptance/as otherwise described in this Agreement) [Redacted] Dollars (CDN\$) [Redacted]

by negotiable cheque payable to Remax Real Estate Centre Inc. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A B & C Seller attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer Seller until 8.00 on 22nd day of September, 2019, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 28 day of February, 2020. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLER(S): [Signature]

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address: [REDACTED]
(For delivery of Documents to Buyer)

4. CHATTELS INCLUDED:

As per Sch C

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 31 day of January, 2020, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement with the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.


INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

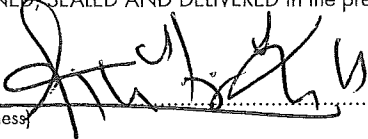
INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

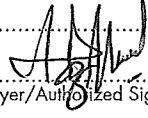
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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:


 (Witness)

 (Witness)



 (Buyer/Authorized Signing Officer)

 (Buyer/Authorized Signing Officer)

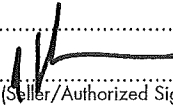
 Sept 12, 2019
 (Seal) (Date)

 (Seal) (Date)


I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

 (Witness)

 (Witness)


 (Seller/Authorized Signing Officer)

 (Seller/Authorized Signing Officer)


 SEPT 18, 2019
 (Seal) (Date)

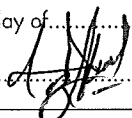
 (Seal) (Date)


SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

 (Witness)

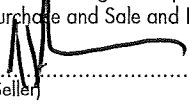
 (Spouse)

 _____
 (Seal) (Date)

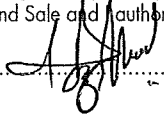
CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 2:30 this 22 day of Sept, 2019.
 (a.m./p.m.)

 (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	(Tel.No.)
(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage <u>RE/MAX REAL ESTATE CENTRE INC BROKERAGE</u>	<u>(519) 837-1300</u>
	(Tel.No.)
(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

 (Seller) _____
 (Date) Sept 20, 2019

 (Seller) _____
 (Date) _____
 Address for Service

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

 (Buyer) _____
 (Date) Sept 12, 2019

 (Buyer) _____
 (Date) _____
 Address for Service

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:	
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.	Acknowledged by:
_____ (Authorized to bind the Listing Brokerage)	_____ (Authorized to bind the Co-operating Brokerage)

EXHIBIT "X"



Industry Canada
**Office of the Superintendent
of Bankruptcy Canada**

Industrie Canada
**Bureau du surintendant
des faillites Canada**

District of Ontario
Division No. 05 - London
Court No. 35-2579681
Estate No. 35-2579681

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

Sle-Co Plastics Inc.
Insolvent Person

BDO CANADA LIMITED / BDO CANADA LIMITÉE
Licensed Insolvency Trustee

Date of the Notice of Intention: November 05, 2019

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

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

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

Date: November 05, 2019, 10:50

E-File/Dépôt Electronique

Official Receiver

Federal Building - London, 451 Talbot Street, Suite 303, London, Ontario, Canada, N6A5C9, (877)376-9902

Canada

District of: Ontario
Division No. 05 - London
Court No.
Estate No.

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

Take notice that:

1. I, Sle-Co Plastics Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. BDO Canada Limited / BDO Canada Limitée of 100-633 Colborne Street, London, ON, N6B 2V3, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of London in the Province of Ontario, this 5th day of November 2019.



Sle-Co Plastics Inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of: Ontario
 Division No. 05 - London
 Court No.
 Estate No.

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
9104941 Canada Inc., Case N' Drum Oil Inc.			6,765.31
A & J Electric Limited			76,764.29
A.D.T Transportation			847.50
Absolute Destruction & Recycling Corp.			565.00
Accutec Steel Rule Die & Cutting Inc.			1,281.42
AceTronic Industrial Controls Inc.			2,019.72
Aggreko Canada, Inc			67,964.16
AIC Equipment & Controls Inc.			7,930.00
AISIN Canada, Inc. (USD)			53,204.25
Alantra			10,283.00
Alarmtech Security Systems Inc.			1,091.58
ALBIS Plastics Corporation (USD)			62,193.64
ALL Integrated Solutions			17,806.93
Alpha Door Systems Inc.			2,528.66
AlumiCast Technologies			66,823.91
American Label & Tag, Inc.			1,371.40
Americhem			8,774.54
Amos & Simpson			273.46
Applied Industrial Technologies			633.50
Argent Tape & Label, Inc. (USD)			9,218.41
Art Blake Refrigeration Ltd.			77,146.87

District of: Ontario
 Division No. 05 - London
 Court No.
 Estate No.

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
ATI Industrial Automation			8,535.00
A-Z Mould Inc.			10,452.50
BASF Canada			1,518.76
BASF Canada - US Funds			223,882.44
Bell Canada			728.47
Canada Rubber Group Inc.			1,876.13
Canada's Finest Coffee			2,152.30
Cascades Containerboard Packaging - Bird			18,870.20
Cascades Containerboard Packaging-McLeish			4,004.39
Cascades Enviropac Grand Rapids			34,556.18
Cascades Recovery+			436.47
Checkers Industrial Supply			15,093.67
Chung & Vander Doelen			1,533.98
City of St. Thomas			43,304.68
Clek Inc. (CAD)			2,173.26
Clek Inc. (USD)			31,814.11
Compaction Plus			3,955.00
Conair Inc.			17,079.90
Country Torque and Tool			405.22
Couriers Plus			3,019.34
Custom-Pak Inc.			9,784.54
Davis Martindale Accountants			37,074.65
DEETAG LTD.			5,230.58
Dell Canada Inc.			5,648.68

District of: Ontario
 Division No. 05 - London
 Court No.
 Estate No.

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Design Matrix Inc.			3,584.93
Designetics			4,246.92
DME of Canada, Ltd.			1,756.15
DongGuan SunYuu Automotive Equipment co ltd			5,690.62
Dowler-Karn			6,233.67
DTM Consulting Services Inc.			2,084.85
Echo-Tech Machine & Tool Ltd.			4,388.70
Electrical Safety Authority			2,440.80
Emco			24,868.41
EMI Corporation			484.88
Enbridge			253.96
Engel Canada USD			11,130.45
Entegrus (Hydro)			56,954.47
Entegrus (Internet)			1,299.50
EPL Plastics Inc.			25,955.72
Equivalent Base Co.			2,425.00
Escape Proof			8,013.96
Etch-Tech Inc.			3,616.00
Everform Molded Products			47,105.53
Excellence In Manufacturing Consortium			1,356.00
EXP Services Inc.			6,187.00
Fastenal Canada, LTD			3,378.26
Fed - Ex Freight			2,503.61
Federal Express Canada Ltd			5,115.50

District of: Ontario
 Division No. 05 - London
 Court No.
 Estate No.

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Flexpipe Inc			8,780.67
Fountain Water			4,191.30
Freightway Logistics			282.50
Go Pro Home Solutions Inc.			7,989.69
Grand Valley Specialty Welding Ltd.			510.76
Great Lakes Trim Inc			31,664.64
Great-West Life Assurance Company			95,106.87
GT Plastics			11,818.80
HCR Personnel Solutions Inc.			234,780.38
HD Supply Construction & Industrial Brafasco			8,192.80
Hearn Industrial Services Inc.			14,376.28
Hoekstra, Eric			7,183.42
Holmbergs Safety Systems Co. Ltd.			23,315.00
HRS c/o Inglass USA Inc.			2,386.56
Hubert Distributing			1,775.36
HYS International Limited			25,210.00
ifm efector inc.			2,031.84
IMMI			149,129.62
Infinite Cables			838.41
Ingersoll-Rand Canada Inc.			5,250.43
In-House Solutions			3,514.30
Injection Technologies			220,686.40
INOAC Group North America LLC (USD)			2,502.22

District of: Ontario
 Division No. 05 - London
 Court No.
 Estate No.

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
IQMS Manufacturing ERP			114,471.50
Iwata Bolt USA Inc			6,606.43
Jay Okkerse Contracting Ltd.			122,888.88
Jaykoo Industries Co., Limited			24,286.60
Jiangsu Yinhe Auto Parts Co., Ltd.			12,352.24
Kelly Services (Canada), Ltd.			10,967.84
Kettle Creek Landscaping			8,192.50
Keystone Packaging Inc.			6,373.29
Keytech Water Management			1,648.29
Konecranes Canada Inc.			8,932.46
Konnexio Inc			11,763.30
LeClair & Associates			11,316.79
Lerners LLP			6,503.58
Lexcor Business Lawyers LLP			2,247.57
Lift Depot Ltd			4,105.37
Link + Corporation - London			130,761.33
Link + Corporation - London USD			1,539.00
LioChem Incorporated			12,603.04
Maguire Products Canada Inc.			2,272.55
Matexion Inc.			10,735.03
May-Gray Hydraulics Inc.			762.74
McMaster-Carr			573.77
MCQ Handling Inc.			2,207.10
Mega Mold International Inc. USD			14,305.80

District of: Ontario
 Division No. 05 - London
 Court No.
 Estate No.

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Mister Safety Shoe			500.00
Mitsubishi Chemical Performance Polymers, Inc.			6,998.85
Mitsui & Co. (Canada) Ltd - USD			77,791.61
ML CND VISA			418.20
Mold-Masters (2007) Limited			844.06
Mold-Tech Canada			2,825.00
Mont's On Time Express Inc.			25,961.00
Moore Packaging Supplies - USD			37,715.84
Moriroku America Inc			186,656.38
Muir Tapes & Adhesives (USD)			56,605.33
Mytex Polymers US Corp			35,181.60
National Compressed Air (NCA Ltd)			2,248.70
NCC Automated Systems, Inc.			3,743.19
New World Etching			3,200.00
Nifast Canada Corporation			18,756.43
Nifco America Corp			38,218.50
Noramco			592.80
Pallet Recyclers Inc.			9,864.07
PCS Company			2,213.41
Penny Pincher's Services			6,797.97
People Store Staffing Solutions Inc.			53,158.06
Planet Paper Box Group Inc.			26,862.37
Plascore Inc.			92,402.20

District of: Ontario
 Division No. 05 - London
 Court No.
 Estate No.

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Plastic Process Equipment			649.00
PolyOne Canada Inc.			16,831.85
Praxair Distribution			1,370.22
Prevue HR Systems Inc.			5,175.69
Proax Technologies			1,861.66
Process Group			2,386.85
Proscan Media Products Ltd.			6,213.29
PRT Services Inc			46,898.09
Q2 Management Inc.			177,511.30
R Safety - 7159846 Canada Limited			875.20
R&R Rivet USD			8,691.29
Radici Plastics USA, Inc.			384.37
Randolph Manufacturing Corporation			11,899.33
Rassaun Services Inc.			459,708.11
Readytoload Logistics Inc.			15,871.75
Receiver General - HST			87,370.50
Redi-Wall Forming & Concrete Inc.			146,299.62
Ricoh Canada Inc.			5,625.92
Roberts Onsite			122,532.58
Ross' Towing and Transportation Services Inc.			2,636.06
Roy Turk Industrial Sales Ltd.			2,309.91
RTL Motor Express			1,370.43
RTP Co.			22,434.97

District of: Ontario
 Division No. 05 - London
 Court No.
 Estate No.

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Sabic Innovative Plastics Canada Inc.			43,629.31
Safety-Kleen Canada Inc.			7,679.89
Simpson's Fence London Ltd.			19,057.82
SPH Engineering Inc.			25,676.78
Staples #441 St. Thomas			1,807.55
Staubli Corporation			35,616.00
Sterling Marking Products Inc.			289.10
Straub Design Company			2,206.31
Taylor Fluid Systems			1,135.34
Termax LLC			1,986.45
The Staffing Edge Inc.			161,653.97
Thing Technologies Ltd dba DirectDial.com			22,279.30
Togo North America, Inc.			15,211.00
Tooling U-SME			8,000.00
Toshiba Machine Co., America			99,293.20
Towneplace Suites			6,118.95
Toyota Tsusho Canada (USD)			3,067.95
Triangle Logistics Solutions Inc.			7,640.15
ULINE Canada Corporation			8,541.66
Uniform Color Co.			48,730.75
Unique Fabricating, Inc.			4,474.82
Unlimited Metals			11,362.54
UPS Canada (8818VA)			555.85
Wainbee Limited			11,136.14

District of: Ontario
 Division No. 05 - London
 Court No.
 Estate No.

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

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Waite Bros. Electric Ltd.			144,034.54
WeatherTech Restoration Services Inc.			18,776.14
Whitfield Welding Inc.			719.53
Windsor Factory Supply Ltd			13,088.46
Windsor Mold Tooling			4,972.00
Woodbridge Foam Corporation			21,235.78
Yantai Tri-Circle Lock Industry Group Co., Ltd			186,302.94
Yarmouth Metal Fabricators Limited			187,206.63
Zhongnan Industrial Group Ltd.			17,899.20
Zsoldos Consulting			10,439.28
Total			5,567,917.03

Sle-Co Plastics INC.

 Sle-Co Plastics Inc.
 Insolvent Person

EXHIBIT "Y"



Timothy C. Hogan
Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Assistant: Cathy Coleiro
Direct Line: (519) 850-5568
ccoleiro@harrisonpensa.com

November 6, 2019

Via E-Mail – jasma@sleco.com

Sle-Co Plastics Inc. (“Plastics Inc.”)
400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Sle-Co Properties Inc. (“Properties Inc.”)
400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Attention: Jeff Slegers and John Asma

Dear Mr. Slegers and Mr. Asma

Re: Royal Bank of Canada (the “Bank”) and Sle-Co Plastics Inc. (“Plastics”) and Sle-Co Properties Inc. (“Properties”) (collectively the “Borrowers”) Our File No. 176723

This follows our letter of August 19, 2019 and the Bank’s continued provision of credit and forbearance to the Borrowers on a day to day basis since that date.

We confirm that Plastics filed a Notice of Intention (“**NOI**”) to make a proposal under the *Bankruptcy and Insolvency Act* (“**BIA**”) on November 5, 2019.

The Bank’s demand and notice under the BIA to Plastics has expired, and as such, the Bank is not stayed by the NOI filed.

This will confirm that the Bank will continue to provide credit, on terms in place and on an absolute day to day basis, to Plastics on the Revolving Demand Facility, with a credit limit of \$5,050,000. No excess credit shall be permitted above this limit.

Further, the Bank will agree to forbear from taking steps to enforce the security held on a day to basis.

Such forbearance and continued credit shall be provided in the Bank’s sole and unfettered discretion, and may be terminated by the Bank at any time without further notice.

HARRISON PENSA LLP
Lawyers

Please confirm acknowledgement of the above by signing the enclosed duplicate copy of this letter and returning it to us no later than Friday November 8, 2019.

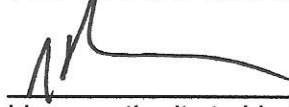
Yours truly,

HARRISON PENZA ^{LLP}



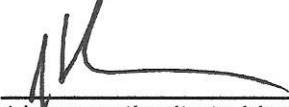
Timothy C. Hogan
Direct: (519) 661-6743
Email: thogan@harrisonpensa.com
TCH/cc

SLE-CO PLASTICS INC.



I have authority to bind the company

SLE-CO PROPERTIES INC.



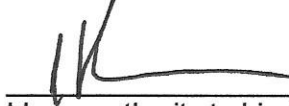
I have authority to bind the company

1142024 ONTARIO INC.




I have authority to bind the company

2253125 ONTARIO INC.

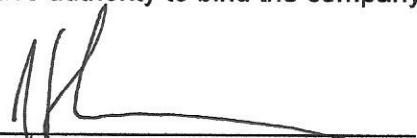


I have authority to bind the company

2384003/ONTARIO INC.



I have authority to bind the company



JEFFREY SLEEGERS

Witness

EXHIBIT "Z"



Timothy C. Hogan
Direct Line: (519)-661-6743
thogan@harrisonpensa.com

Assistant: Cathy Coleiro
Direct Line: (519) 850-5568
ccoleiro@harrisonpensa.com

November 14, 2019

Via E-Mail – jasma@sleco.com

Sle-Co Plastics Inc. ("Plastics Inc.")
400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Sle-Co Properties Inc. ("Properties Inc.")
400 South Edgeware Road
St. Thomas, ON N5P 3Z5

Attention: Jeff Slegers and John Asma

Dear Mr. Slegers and Mr. Asma

**Re: Royal Bank of Canada (the "Bank") and Sle-Co Plastics Inc. ("Plastics")
and Sle-Co Properties Inc. ("Properties") (collectively the "Borrowers")
Our File No. 176723**

This follows our letters of August 19, 2019 and November 6, 2019 and the Bank's continued provision of credit and forbearance to the Borrowers on a day to day basis since November 6, 2019 and following Plastic's filing of the Notice of Intention ("NOI") to make a proposal under the *Bankruptcy and Insolvency Act* ("BIA") on November 5, 2019.

We again confirm that the Bank's demand and notice under the BIA to Plastics has expired prior to the filing of the NOI, and as such, the Bank is not stayed by the NOI filed.

The Bank has now reviewed Plastic's cash flows and understands that Plastics will require credit in excess of the present credit limit of \$5,050,000 to stay in operation to allow it to file a proposal.

As a result, this will confirm that the Bank will continue to provide credit, on terms in place and on an absolute day-to-day basis, to Plastics on the Revolving Demand Facility, with a credit limit of \$5,500,000. No excess credit shall be permitted above this limit.

Further, the Bank will agree to forbear from taking steps to enforce the security held on a day to basis.

HARRISON PENSA LLP
Lawyers

Such forbearance and continued credit shall be provided in the Bank's sole and unfettered discretion, and may be terminated by the Bank at any time without further notice.

Please confirm acknowledgement of the above by signing the enclosed duplicate copy of this letter and returning it to us no later than Friday November 15, 2019.

Yours truly,

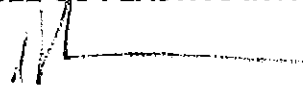
HARRISON PENZA ^{LLP}



Timothy C. Hogan
Direct: (519) 661-6743
Email: thogan@harrisonpensa.com
TCH/cc
5020361_1

cc: Angelo D'Ascanio via email – a.dascanio@advocatesllp.com

SLE-CO PLASTICS INC.



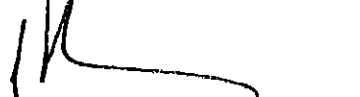
I have authority to bind the company

SLE-CO PROPERTIES INC.



I have authority to bind the company

1142024 ONTARIO INC.



I have authority to bind the company

2253125 ONTARIO INC.



I have authority to bind the company

2384008 ONTARIO INC.



I have authority to bind the company



JEFFREY SLEEGERS



Witness

EXHIBIT "AA"

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

THE HONOURABLE)
JUSTICE *HOCKIN*)

FRIDAY, THE 29TH
DAY OF NOVEMBER, 2019

BETWEEN:



(Court Seal)

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL
OF SLE-CO PLASTICS INC.,
OF THE CITY OF ST. THOMAS, IN THE COUNTY OF ELGIN,
IN THE PROVINCE OF ONTARIO**

ORDER

THIS MOTION, made by Sle-Co Plastics Inc. (the "Applicant"), for an Order extending the time for the Applicant to file a proposal pursuant to section 50.4(9) of the *Bankruptcy and Insolvency Act* (the "BIA"), was heard this day at the court house, 80 Dundas Street, London, Ontario.

ON READING the affidavit of John Asma, sworn November 26, 2019, and on hearing the submissions of counsel for the Applicant, on being advised that the Royal Bank of Canada does not oppose this motion and that the Proposal Trustee, BDO Canada Limited, consents to this motion, and no one appearing for the Office of the Superintendent of Bankruptcy, although served,

1. THIS COURT ORDERS that the time for service, filing and confirmation of the notice of motion and motion record be and is hereby abridged and that further service thereof be and is hereby dispensed with such that this motion is properly returnable today.

2. THIS COURT ORDERS that Sle-Co Plastics Inc. be and is hereby granted an extension of forty-five days from December 4, 2019 to January 18, 2020 to file a proposal, or, if necessary, to seek a further extension of time to file a proposal.



(Signature of Judge)

ORDER ENTERED
DEC 02 2019
3882

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF SLE-CO PLASTICS INC., OF THE CITY OF ST. THOMAS, IN THE COUNTY
OF ELGIN, IN THE PROVINCE OF ONTARIO

Court File No. 35-2579681
Estate File No. 35-2579681

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
PROCEEDING COMMENCED AT
LONDON**

ORDER

ADVOCATES LLP
16th Floor - One London Place
255 Queens Avenue
London ON N6A 5R8

Angelo C. D'Ascanio (31462R)
A.Dascanio@AdvocatesLLP.com
Tel: (519) 858-8220 ext. 232

Eric A. F. Grigg (64716J)
E.Grigg@AdvocatesLLP.com
Tel: (519) 858-8220 ext. 234

Fax: 519-858-0687

Lawyers for the applicant

File Number: 19035

RCP-E 4C (May 1, 2016)

EXHIBIT "BB"



CHARGE TERMS

LAND REGISTRATION REFORM ACT
SET OF STANDARD CHARGE TERMS
FOR ELECTRONIC DOCUMENTS
(COLLATERAL CHARGES)

E FORM 984 (03/2003)

ROYAL BANK OF CANADA
ROYAL TRUST CORPORATION OF CANADA

Filed by:
ROYAL BANK OF CANADA and
ROYAL TRUST CORPORATION OF CANADA

Filing Date: June 28, 2001
Filing Number: 20015

The following set of standard charge terms shall apply to electronic documents submitted for registration under Part III of the *Land Registration Reform Act*, R.S.O. 1990, c.L.4, as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this set of standard charge terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act.

Any charge in an electronic format of which this set of standard charge terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge". Whenever reference is made in this set of standard charge terms to the Charge it shall include this set of standard charge terms and all terms and provisions of this set of standard charge terms.

Any reference to the "Computer Field" in the Charge means a computer data entry field in a charge registered pursuant to Part III of the Land Registration Reform Act into which the terms and conditions of the Charge may be inserted.

1. CHARGE

The chargor or chargors indicated in the Computer Field of the Charge entitled "Chargor" (the "Chargor") charges the lands and premises indicated in the Computer Field of the Charge entitled "Description" (the "Charged Premises") with the payment to the chargee indicated in the Computer Field of the Charge entitled "Chargee" (the "Chargee") of the principal and interest and all other monies secured by the Charge upon the terms as set out in the Charge.

2. COLLATERAL SECURITY

The Chargor has at the request of the Chargee agreed to give the Charge as a continuing collateral security for payment and satisfaction to the Chargee of all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, at any time owing by the Chargor to the Chargee incurred or arising either before or after the delivery for registration of the Charge and whether incurred by or arising from agreement or dealings between the Chargor and the Chargee or from any agreement or dealings with any third party by which the Chargee may be or become in any manner whatsoever a creditor of the Chargor or however otherwise incurred or arising anywhere within or outside Canada and whether the Chargor be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (such obligations, debts and liabilities being herein called the "Liabilities"). It is agreed by the Chargor and the Chargee that the Charge at any one time will secure only that portion of the aggregate principal component of the Liabilities outstanding at such time which does not exceed the sum set out in the Computer Field in the Charge entitled "Principal" (herein called the "Principal Amount"), together with any interest or compound interest accrued on the portion of the Principal Amount outstanding at such time at the Charge Rate, as hereinafter defined, plus such costs and expenses to which the Chargee is entitled pursuant to the Charge.

3. COVENANTS REGARDING LIABILITIES

The Chargor and the Chargee agree as follows:

(a) That the Chargor covenants to pay to the Chargee each and every amount, indebtedness, liability and obligation forming part of the Liabilities in the manner agreed to in respect of such amount, indebtedness, liability or obligation.

(b) That no part of the Liabilities existing at the date of the Charge or incurred or arising thereafter, shall be deemed to be unsecured by the Charge.

(c) That the Charge is and shall be a continuing collateral security to the Chargee for the amount of the Liabilities and interest and costs as provided in the Charge and shall be deemed to be taken as security for the ultimate balance of the Liabilities; and the Charge shall not, nor shall anything therein contained operate so as to create any merger or discharge of any debt owing to the Chargee or of any lien, bond, promissory note, bill of exchange or other security held by the Chargee either before or after registration of the Charge from the Chargor or from any other person or persons and the Charge shall not in any way prejudicially affect any security held either before or after the registration of the Charge by the Chargee for the Liabilities or any part thereof, or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Chargee for or on account of the Liabilities or any part or parts thereof, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of the Charge.

(d) That any and all payments made in respect of the Liabilities and interest and the monies or other proceeds realized from the sale of any securities held therefor, including the Charge, may be applied and reapplied notwithstanding any previous application on such part or parts of such Liabilities or interest as the Chargee may see fit or may be held unappropriated in a separate collateral account for such time as the Chargee may see fit.

(e) That the Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Chargor and all other persons, securities and guarantees as the Chargee may see fit without prejudicing the rights of the Chargee under the Charge.

(f) That the taking of judgement in respect of the Liabilities or any Instrument or Instruments now or hereafter representing or evidencing the Liabilities or under any of the covenants in the Charge or in any such instrument contained or implied shall not operate as a merger of the Liabilities or such instrument, instruments or covenants, nor affect the Chargee's right to interest at the rate and times provided in the Charge, nor affect nor prejudice any rights or remedies given to the Chargee by the terms of the Charge.

4. INTEREST

(a) VARIABLE INTEREST RATE

If the interest rate indicated in the Computer Field of the Charge entitled "Rate" is based upon the Prime Rate, as hereinafter defined, the rate of interest chargeable on the Principal Amount is a rate equal to the Prime Rate per annum as the same will vary from time to time, plus the number of percentage points per annum, if any, indicated in the Computer Field of the Charge entitled "Rate" (the "Variable Interest Rate") and shall be payable monthly, and calculated monthly, not in advance, as well after as before maturity of the Charge, and both before and after default and judgment until paid.

The Variable Interest Rate will vary automatically, without notice to the Chargor, each time there is a change in the Prime Rate. The Variable Interest Rate will always be the Prime Rate plus the number of percentage points per annum, if any, indicated in the Computer Field of the Charge entitled "Rate", payable monthly and calculated monthly, not in advance, as well after as before maturity of the Charge and both before and after default and judgment until paid.

"Prime Rate" means the annual rate of interest announced from time to time by the Chargee being a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada. In the event that it may be necessary at any time for the Chargee to prove the Prime Rate applicable as at any time or times, it is agreed that the certificate in writing of the Chargee setting forth the Prime Rate as at any time or times shall be deemed to be conclusive evidence as to the Prime Rate as set forth in the said certificate.

(b) FIXED INTEREST RATE

If the interest rate indicated in the Computer Field of the Charge entitled "Rate" is a specified annual percentage not based on the Prime Rate (the "Fixed Interest Rate"), the rate of interest chargeable on the Principal Amount is that Fixed Interest Rate per annum, payable monthly, and calculated monthly, as well after as before maturity of the Charge, and both before and after default and judgment until paid.

(c) For the purposes of the Charge the Fixed Interest Rate or the Variable Interest Rate, as the case may be, are hereinafter referred to as the "Charge Rate". Whenever reference is made to the Charge Rate it shall mean the rate of interest indicated in the Computer Field of the Charge entitled "Rate", and interest shall be calculated and payable as set out in the Charge.

5. DEFEASANCE

The provisions relating to defeasance contained in subsection 6(2) of the Land Registration Reform Act, shall be and are hereby expressly excluded from the terms of the Charge.

Provided the Charge shall be void upon the Chargor paying on demand to the Chargee the ultimate balance of the Liabilities, such balance not to exceed the Principal Amount, and all promissory notes, bills of exchange and any other instruments whatsoever from time to time representing the Liabilities or any part thereof, together with interest thereon either: a) where the Charge provides for a Variable Interest Rate, at the Variable Interest Rate per annum, calculated and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the Charge Rate; or b) where the Charge provides for a Fixed Interest Rate, at the Fixed Interest Rate per annum, calculated and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the same rate as on the Principal Amount and all other amounts payable by the Chargor under the Charge and paying any taxes, rates, levies, charges or assessments upon the Charged Premises no matter by whom or what authority imposed and observing and performing all covenants, provisos and conditions contained in the Charge.

6. COMPOUND INTEREST

It is agreed that if default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the Charge Rate, and in case the interest and compound interest are not paid on the next payment date after the date of default a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the Charged Premises and shall be secured by the Charge.

7. TAXES

With respect to municipal taxes, school taxes and local improvement rates (hereinafter referred to as "taxes") chargeable against the Charged Premises, it is mutually agreed between the parties to the Charge that:

(a) The Chargee may deduct from any advance of monies to the Chargor an amount sufficient to pay the taxes which have become or will become due and payable at the date of such advance and are unpaid at the date of such advance.

(b) The Chargor shall pay to the Chargee in monthly instalments on the dates on which instalments of principal and interest are payable under the Charge, sums sufficient to enable the Chargee to pay the whole amount of taxes on or before the due date for payment thereof or, if such amount is payable in instalments, on or before the due date for payment of the first instalment of taxes.

(c) Where the period between the date of the advance and the end of the calendar year is less than one year the Chargor shall pay to the Chargee in equal monthly instalments, during such period and during the next succeeding 12 months period, an amount estimated by the Chargee to be sufficient to pay, on or before the expiration of the said 12 months period, all taxes which shall become due and payable during the said two periods and during the balance of the year in which the said 12 months period expires; and the Chargor shall also pay to the Chargee on demand the amount, if any, by which the actual taxes exceed such estimated amount.

(d) Except as provided in the last preceding clause, the Chargor shall, in each and every month, pay to the Chargee one-twelfth of the amount (as estimated by the Chargee) of the taxes next becoming due and payable; and the Chargor shall also pay to the Chargee on demand the amount, if any, by which the said actual taxes exceed such estimated amount.

(e) The Chargee shall allow the Chargor interest on the average monthly balances standing in the Charge account from time to time to the credit of the Chargor for payment of taxes at a rate per annum, and at such times, as the Chargee may determine in its sole discretion; and the Chargor shall be charged interest at the Charge Rate, on the debit balance, if any, in the Charge account outstanding after payment of taxes by the Chargee, until such debit balance is fully repaid.

(f) The Chargor shall reimburse the Chargee, on demand, for any fees paid or charges incurred by the Chargee to a municipality or other tax authority from time to time in connection with the administration of the tax account, including any fees or charges for the obtaining of information or searches or certificates in respect thereof, or the payment of taxes in any manner and the Chargor authorizes the Chargee to deduct the amount of such fees or charges from the tax account.

The Chargee agrees to apply the foregoing deductions and payments to the taxes chargeable against the Charged Premises so long as the Chargor is not in default under any covenant, proviso or agreement contained in the Charge, but nothing contained in the Charge shall obligate the Chargee to apply such payments on account of taxes more often than yearly. Provided, however, that if, before any sum or sums so paid to the Chargee shall have been so applied, there shall be default by the Chargor in respect of any payment of principal or interest as provided in the Charge, the Chargee may apply such sum or sums in or towards payment of the principal and/or interest in default. The Chargor further covenants and agrees to transmit to the Chargee the assessment notices, tax bills and other notices affecting the imposition of taxes forthwith after the receipt of same by the Chargor.

Notwithstanding the provisions set out in this section, the Chargee may elect not to require payment of taxes to it in which case the Chargor will pay all taxes as they fall due and will provide the Chargee with receipts confirming payment of same as the Chargee may require.

8. DEEMED COVENANTS EXCLUDED

The covenants deemed to be included in a charge by subsection 7(i) of the Land Registration Reform Act, shall be and are hereby expressly excluded from the terms of the Charge.

9. COVENANTS IN LIEU OF STATUTORY COVENANTS

The Chargor does hereby covenant, promise and agree to and with the Chargee as follows:

(a) To Pay and Observe Covenants

That the Chargor shall pay or cause to be paid to the Chargee, without deduction or abatement, the Principal Amount secured by the Charge with interest at the Charge Rate at the times and in the manner limited for payment thereof in the Charge, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations particularly set forth in the Charge, and, without limitation, shall pay any taxes, rates, levies, charges or assessments including, without limitation, utility charges, upon the Charged Premises or in respect thereof, no matter by whom or by what authority imposed, which the Chargee has paid or has been rendered liable to pay and shall also pay all other sums as the Chargee may be entitled to under the Charge.

(b) For Good Title

That the Chargor, at the time of delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible title in fee simple to the Charged Premises free of any trusts, reservations, limitations, provisos or conditions (except those contained in the original grant thereof from the Crown) or any other matter or thing to alter, charge, change, encumber or defeat the same.

(c) Right to Charge

That the Chargor has good right, full power and lawful and absolute authority to charge the Charged Premises with their appurtenances unto the Chargee in the manner set out in the Charge.

(d) Quiet Possession on Default

That from and after default in the payment of the Principal Amount, or the Interest thereon, or any part thereof, or in the doing, observing, performing, fulfilling or keeping of one or more of the provisions, agreements or stipulations contained in the Charge, contrary to the true intent and meaning thereof, then in every such case, it shall be lawful for the Chargee, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the Charged Premises or the lands and premises intended to be charged by the Charge, with their appurtenances, without the let, suit, hindrance, interruption or denial of the Chargor, or any other person or persons whomsoever, free and clear of all arrears of taxes and assessments whatsoever due or payable upon or in respect of the Charged Premises or any part thereof and of and from all former conveyances, mortgages, charges, rights, annuities, debts, executions and recognizance and of any other charges or encumbrances whatsoever.

(e) Further Assurances

That from and after default shall happen to be made of or in the payment of the Principal Amount then outstanding, or the interest thereon, or any part of the Principal Amount or interest, as set forth in the Charge or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations in the Charge contrary to the true intent and meaning thereof, then and in every such case the Chargor, and all and every person or persons whatsoever having, or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the Charged Premises by, from, under or in trust for the Chargor, shall and will, from time to time, and at all times thereafter, make, do, suffer and execute, deliver, authorize and register or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying, charging and assuring the Charged Premises unto the Chargee, as by the Charge, or its solicitor shall or may be lawfully and reasonably devised, advised, or required.

(f) Done No Act to Encumber

That the Chargor has not at any time heretofore made, done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby the Charged Premises or the premises intended to be charged by the Charge, or any part thereof, are, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate, or otherwise howsoever.

(g) Insurance

i) That the Chargor will forthwith insure and during the continuance of the Charge keep insured in favour of the Chargee against loss or damage by fire, lightning, windstorm, hail, earthquake, explosion, impact, vandalism, malicious acts, civil disturbance or riot, smoke, falling objects and other risks, hazards and perils which the Chargee might require to the full extent of their replacement cost in lawful money of Canada, each and every building on the Charged Premises and which may hereafter be erected thereon, both during erection and thereafter, and all fixtures as hereinafter defined or referred to, and all other risks, hazards and perils of any nature or kind which the Chargee might require depending on the nature of the Charged Premises or the use thereof, with a company or companies approved by the Chargee and shall pay all premiums and sums thereof, with a company or companies as the same shall become due; each policy of insurance shall provide that loss, if any, shall be payable to the Chargee as its interest may appear, subject to a standard form of mortgage clause or other mortgage clause approved by the Chargee and the Chargor will forthwith assign, transfer and deliver over unto the Chargee the policy of insurance and receipts thereto appertaining; and if the Chargor shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Chargee at least fifteen days before the termination of any insurance, evidence of renewal thereof, the Chargee shall be entitled, but shall not be obliged, to insure the said buildings or any of them, and if the Chargee shall pay any premiums or sums of money for insurance for the Charged Premises or any part thereof the amount of such payment shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate from the time of such payments and shall be payable at the time appointed for the next ensuing payment of interest on the said debt; and the Chargor shall forthwith on the happening of any loss or damage, furnish at the Chargor's own expense all necessary proofs and do all necessary acts to enable the Chargee to obtain payment of the insurance monies and the production of a printed copy of the Charge shall be sufficient authority for the said insurance company to pay any such loss to the Chargee, and the said insurance company is hereby directed thereupon to pay the same to the Chargee; and any insurance monies received may, at the option of the Chargee, be applied in rebuilding, reinstating or repairing the Charged Premises or be paid to the Chargor or any other person appearing by the registered title to be or to have been the owner of the Charged Premises or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Chargee, in whole or in part on account of the amounts secured by the Charge or any part thereof whether due or not then due.

ii) If the Charged Premises are part of a Condominium the insurance provisions set out in paragraph (a) above will not apply and the following will apply to the Charge:

That the Chargor or the Condominium Corporation or both of them will forthwith insure and during the continuance of the Charge keep insured in favour of the Chargee against loss or damage by fire, lightning, windstorm, hail, explosion, impact, vandalism, malicious acts, earthquake, civil disturbance or riot, smoke, falling objects and other risks, hazards and perils which the Chargee might require to the full extent of their replacement cost in lawful money of Canada, each and every building on the said land and which may hereafter be erected thereon, both during erection and thereafter and all fixtures as hereinafter defined or referred to and all other risks, hazards and perils of any nature or kind which the Chargee might require depending on the nature of the Charged Premises or the use thereof, with a company or companies approved by the Chargee; and the Chargor will forthwith assign, transfer and deliver unto the Chargee the policy or policies of insurance and receipts thereof appertaining and if the Chargor or Condominium Corporation or both of them shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or produce to the Chargee at least fifteen days before the termination of any insurance, evidence of renewal thereof the Chargee shall be entitled but shall not be obligated to insure the said buildings or any of them; and the Chargor or the Condominium Corporation or both of them shall forthwith on the happening of any loss or damage comply fully with the terms of the policies of insurance and, without limiting the generality of the obligation of the Chargor to observe and perform all the duties and obligations imposed on him by the Condominium Act, R.S.O. 1990, c.C.26, as amended or replaced (the "Condominium Act") and by the Declaration and By-laws of the Condominium Corporation as hereinafter provided, shall comply with the insurance provisions of the Declaration; and the Chargor as a member of the Condominium Corporation shall seek the full compliance by the Condominium Corporation of the aforementioned covenants.

10. RELEASE

The Chargor has released, remised and forever quitted claim, and by these presents does release, remise, and forever quit claim unto the Chargee, all right, title, interest, claim and demand whatsoever of, in, unto and out of the Charged Premises and every part thereof, so as that the Chargor shall not or may not at any time hereafter have, claim, pretend to, challenge or demand the Charged Premises or any part thereof, in any manner howsoever, subject always to the proviso for defeasance.

11. ENTRY AFTER DEFAULT AND POWER OF SALE

Provided that the Chargee on default by the Chargor of payment of the portion of the Principal Amount then outstanding and interest or any part thereof required by the Charge or in the observing, performing, fulfilling or keeping of one or more of the covenants of the Chargor provided in the Charge may enter into possession of the Charged Premises or the lands and premises intended to be charged and take the rents, issues and profits as aforesaid and, whether in or out of possession, make such lease or leases as it shall think fit, and also on fifteen days' default as aforesaid and after giving at least thirty-five days' written notice to the persons and in the manner prescribed by Part III of the Mortgages Act, R.S.O. 1990, c. M.40, as amended (the "Mortgages Act"), may sell the Charged Premises or the lands and premises intended to be charged by the Charge or any part or parts thereof by public auction or private contract, or partly the one and partly the other, and may convey and assure the same when so sold to the purchaser or purchasers thereof as the purchaser shall direct and may do all such assurances, acts, matters and things as may be found necessary for the purposes aforesaid, and the Chargee shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid unless the same shall happen by reason of its wilful neglect or default. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with a grown-up person on the Charged Premises, if occupied, or by placing it on some portion of the Charged Premises, if unoccupied, or at the option of the Chargee, by mailing it by registered mail addressed to the Chargor at the Chargor's last known address and such notice shall be sufficient although not addressed to any person or persons by name or designation and notwithstanding that any person or persons to be affected thereby may be unknown, unascertained or under disability. It is hereby further agreed that the proceeds of sale under the Charge may be applied in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the Charged Premises or by reason of non-payment or procuring payment of monies, secured hereby or otherwise, and that the Chargee may sell all or any part of the Charged Premises on such terms as to credit and otherwise as shall appear to it most advantageous and for such price as can reasonably be obtained therefor and may make any stipulation as to title or evidence or commencement of title or otherwise which it may deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the Charged Premises and resell without being answerable for loss occasioned thereby, and, in the case of a sale on credit, the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as it shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease under the Charge; and that the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power or that such power had been improperly or irregularly exercised, or that such notice had not been given in compliance with the Mortgages Act, or had been given improperly, but any person damaged by an unauthorized, improper, or irregular exercise of the power shall have his remedy against the person exercising the power in damages only. The Chargee may sell fixtures, machinery, crops and standing or fall-trees apart from the lands, and the purchaser as well as the Chargee shall have all necessary access for securing, cutting and removal. It is agreed between the parties to the Charge that nothing in this section contained shall prejudice or diminish any other rights and remedies and powers of the Chargee in the Charge contained or existing at law by virtue thereof.

And it is further agreed between the parties to the Charge that until such sale or sales shall be made as aforesaid, the Chargee shall and will stand possessed of the rents and profits of the Charged Premises in case it shall take possession of them on default as aforesaid and after such sale or sales shall stand possessed of the monies to arise and be produced from such sales, or which might arise from any insurance upon the Charged Premises or any part thereof upon trust firstly in payment of all the expenses incident to the sales, leases, conveyances, or attempted sales, leases or conveyances, secondly in payment of all costs, charges, damages and expenses of the Chargee relating to taxes, rents, insurance, repairs, utilities and any other amounts which the Chargee may have paid relating to the Charged Premises,

thirdly in discharge of all interest and costs then due in respect of the Charge, fourthly in discharge of the portion of the Principal Amount then outstanding secured by the Charge, fifthly in payment of any subsequent encumbrances according to their priorities and the residue shall be paid to the Chargor as the Chargor may direct and shall also, in such event, at the request, cost and expense of the Chargor, transfer, release and assure unto the Chargor or to such person or persons as the Chargor shall direct and appoint, all such parts of the Charged Premises as shall remain unsold for the purposes aforesaid, discharged from all the Charge, but no person who shall be required to make or execute any such assurances shall be compelled for the making thereof to go or travel from his usual place of abode. Provided always, and it is hereby further declared and agreed by and between the parties to the Charge, that notwithstanding the power of sale and the other powers and provisions contained in the Charge, the Chargee shall have and be entitled to its right of foreclosure of the fee interest or equity of redemption of the Chargor in the Charged Premises as fully and effectually as it might have exercised and enjoyed the same in case the power of sale, and the other former provisions and trusts incident thereto had not been contained in the Charge.

12. DISTRESS

Provided that and it is further stipulated, provided and agreed by and between the parties to the Charge that the Chargee may distress for arrears of interest against the Charged Premises or any part thereof and recover by way of rent reserved as in the case of a demise the arrears of interest and all costs and expenses incurred in such levy or distress and may also distress for arrears of principal and monthly payments of taxes, if required, in the same manner as if the same were arrears of interest.

13. PRINCIPAL DUE ON DEFAULT OF PERFORMANCE OF COVENANTS

It is agreed by the Chargor and the Chargee that if any default shall occur in the performance of any covenant, proviso or agreement contained in the Charge or if any waste be committed or suffered on the Charged Premises, then, at the option of the Chargee, the principal amount secured by the Charge shall forthwith become due and payable subject to any relief afforded to the Chargor at law. The Chargee may, however, waive its right to call in the Principal Amount or any portion thereof then outstanding and shall not be therefore debarred from asserting and exercising its right to call in the principal amount upon the happening of any future default or breach.

14. CHARGOR'S QUIET POSSESSION UNTIL DEFAULT

Provided and it is agreed that until default in the payment of principal or interest secured by the Charge or intended so to be, or any part of either of the same, or in the performance of any of the provisions set forth in the Charge contrary to the true intent and meaning thereof, it shall be lawful for the Chargor peaceably and quietly to have, hold, use, occupy, possess and enjoy the Charged Premises, and receive and take the rents and profits thereof to the Chargor's own use and benefit, without let, suit, hindrance, interruption, or denial by the Chargee, or of or by any other person or persons whomsoever lawfully claiming, or who shall, or may lawfully claim by, from, under or in trust for the Chargee.

15. BUILDINGS, ADVANCES AND COST OF SEARCH

It is the intention of the parties to the Charge that the building or buildings erected or to be erected on the Charged Premises form part of the security for the full amount of the monies secured by the Charge; and that all advances are to be made in such manner, at such times and in such amounts up to the full amount of said monies as the Chargee, in its sole discretion, may determine. The Chargor agrees that notwithstanding the Chargor's authorization of registration and the registration of the Charge or the advancement of any part of the monies, the Chargee is not bound to advance the monies or any unadvanced portion thereof and the advance of the monies and any part thereof from time to time shall be in the sole discretion of the Chargee, but nevertheless the Charge shall take effect forthwith upon the delivery for registration of the Charge and the expenses of the examination of the title and of the Charge and valuation are to be secured hereby, the same to be charged by the Charge upon the Charged Premises and shall be without demand thereof, payable forthwith with interest at the Charge Rate and in default the Chargee's power of sale hereby given, and all other remedies under the Charge or at law shall be exercisable.

16. FIXTURES

It is hereby mutually covenanted and agreed by and between the Chargor and the Chargee that all erections and improvements fixed or otherwise either on the date of delivery for registration of the Charge or thereafter put upon the Charged Premises, including but without limiting the generality of the foregoing, all fences, heating, piping, plumbing, aerials, air conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, cleaning and drying equipment, window blinds, radiators and covers, floor mirrors, fitted blinds, storm windows and storm doors, window screens and screen doors, shutters and awnings, floor coverings, and all apparatus and equipment appurtenant thereto, and all farm machinery and improvements, fixed or otherwise and even though not attached to the lands otherwise than by their own weight, are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the Charged Premises and shall be a portion of the security for the amounts secured by the Charge.

17. PARTIAL RELEASE

Provided that the Chargee may at all times release any part or parts of the Charged Premises or any other security or any surety for payment of all or any part of the monies secured by the Charge or may release the Chargor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Chargee and without thereby releasing any other part of the Charged Premises, or any other securities or covenants contained in the Charge, it being especially agreed that notwithstanding any such release the Charged Premises, securities and covenants remaining unreleased shall stand charged with the whole of the monies secured by the Charge and all legal and other expenses incurred by the Chargee in connection with such release or releases.

18. DEFAULT IN PRIOR CHARGES

It is hereby agreed by and between the Chargor and the Chargee that should default be made by the Chargor in the observance or performance of any of the covenants, provisions, agreements or conditions contained in any mortgage, charge, lien or other encumbrance to which the Charge is subject or subordinate, then and in that event the monies secured by the Charge shall forthwith become due and be payable, at the option of the Chargee, and all the powers in and by the Charge conferred shall become exercisable, and the powers of sale contained in the Charge may be exercised as therein provided.

19. LIENS AND CONSTRUCTION

Provided also that upon the registration of any lien against the Charged Premises, or in the event of any buildings being erected thereon being allowed to remain unfinished or without any work being done on them for a period of ten (10) days, the portion of the Principal Amount then outstanding and interest and all other amounts secured by the Charge shall, at the option of the Chargee, forthwith become due and payable. In the event that a construction lien is registered against the Charged Premises, the Chargee shall have the right, but not the obligation to pay into court such amounts as may be required to remove the lien from title to the Charged Premises. Any amounts so paid by the Chargee, together with all expenses incurred by the Chargee in connection therewith, including all solicitor's charges or commissions, as between a solicitor and his client, shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

20. WASTE, VACANCY, REPAIR AND BUILDING COMPLETION

The Chargor covenants and agrees with the Chargee that the Chargor will not permit waste to be committed or suffered on the Charged Premises and that the Chargor will maintain the buildings or other improvements on the Charged Premises in good order and repair to the satisfaction of the Chargee and will not permit or suffer them to become or remain vacant and the Chargee may, but shall not be obliged to, make such repairs, improvements and alterations as it may deem necessary or complete the construction or reconstruction of any building on the Charged Premises, and the cost of repair, construction or reconstruction shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

21. INSPECTION

The Chargee, its agent, employees, and independent contractors may, at any time, enter upon the Charged Premises to fully inspect the Charged Premises and where deemed necessary and/or advisable by the Chargee, notwithstanding section 14 hereof, to conduct investigations including intrusive testing and sampling on the Charged Premises for the purpose of determining the presence of or the potential for environmental contamination and the reasonable cost of such inspection shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate, and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

22. ALTERATIONS

The Chargor covenants and agrees with the Chargee that the Chargor will not make or permit to be made any alterations or additions to the Charged Premises without the prior written consent of the Chargee.

23. PROHIBITION AGAINST RENTAL

If the Charged Premises are or are intended to be used as residential premises then the following provisions shall apply:

(a) The Chargor represents, warrants, covenants and agrees that no part of the Charged Premises are rented or occupied by a Tenant (as defined herein) and further covenants and agrees not to rent, lease, enter into a tenancy agreement or allow occupancy by a Tenant of the whole or any part of the Charged Premises (any of the aforesaid being hereinafter referred to as "Renting") without first obtaining the consent in writing of the Chargee which consent may be refused at the sole discretion of the Chargee; further the Chargor covenants and agrees not to enter into any negotiations with respect to Renting without the consent in writing of the Chargee, which consent may be refused, restricted or made conditional at the sole discretion of the Chargee; if a restricted or conditional consent to Renting or negotiations relating to Renting is given, the Chargor covenants and agrees to abide by such restrictions or conditions;

(b) The Renting of the whole or any part of the Charged Premises without the written consent of the Chargee shall be deemed to have been done with the object of discouraging the Chargee from taking possession of the Charged Premises on default or adversely affecting the value of the Chargee's interest in the Charged Premises within the meaning of Section 52(1) of the Mortgage Act.

(c) In the event that any of the covenants contained in this section shall be breached then, at the option of the Chargee, all monies hereby secured with accrued interest thereon shall forthwith become due and payable;

(d) If the whole or any part of the Charged Premises are rented to a Tenant with or without the consent of the Chargee, at such time as the Chargee is entitled to enforce its rights under the Charge by reason of default of the Chargor, the Chargee may, at its discretion, pay to any Tenant a sum of money, in such amount as it considers advisable, as consideration for obtaining the cooperation of such Tenant in selling the Charged Premises, showing the Charged Premises and obtaining possession from the Tenant or for any one or more of the above. It is recognized that the payment of such amount will be a cost of realization on this security and the amount so paid shall be added to the debt hereby secured and be a charge on the Charged Premises and shall bear interest at the Charge Rate and shall have priority over all encumbrances subsequent to the Charge and shall be payable forthwith by the Chargor to the Chargee; the Chargor appoints the Chargee to be its true and lawful attorney and agent to enforce all the terms of any tenancy agreement entered into by the Chargor with respect to all or any part of the Charged Premises and to cancel or terminate any such tenancy agreement and in this connection to make, sign and execute any and all documents in the name of the Chargor which it, as Chargee, may consider desirable;

(e) When used in this section Tenant shall have the meaning set out in Section 1 of the Tens Protection Act, 1997, S.O. 1997, c.24, as amended.

24. NON-MERGER

Provided and it is agreed, that the taking of a judgment or judgments on any of the covenants contained in the Charge shall not operate as a merger of the said covenant or affect the Chargee's right to interest at the rate and times provided in the Charge; and further that said judgement shall provide that interest thereon shall be computed at the Charge Rate and in the same manner as provided in the Charge until the said judgement shall have been fully paid and satisfied.

25. RIGHTS ON DEFAULT

And the Chargor covenants and agrees with the Chargee that in the event of default in the payment of any instalment of principal, interest or taxes secured by the Charge or any other monies payable under the Charge by the Chargor or on breach of any covenant, proviso or agreement contained in the Charge after all or any part of the monies secured by the Charge have been advanced, the Chargee may at such time or times as it may deem necessary and without the concurrence of any other person enter upon the Charged Premises and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Charged Premises, or for inspecting, taking care of, leasing, collecting the rents of, and managing generally the Charged Premises, and for environmental remediation to bring the Charged Premises into compliance with recognized environmental standards, statutory or otherwise, as it may deem expedient, and all reasonable costs, charges and expenses including allowances for the time and service of any employee of the Chargee or other person appointed for the above purposes shall be forthwith payable by the Chargor to the Chargee, and shall be a charge upon the Charged Premises prior to all claims thereon subsequent to the Charge and shall bear interest at the Charge Rate until paid.

26. OBLIGATIONS SURVIVE SALE

Provided further that no sale or other dealing by the Chargor with the Charged Premises or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies secured by the Charge.

27. DUE ON SALE

Provided that in the event of the Chargor selling, conveying, transferring, or entering into any agreement of sale or transfer of the title of the Charged Premises then, at the option of the Chargee, all monies secured by the Charge shall forthwith become due and payable.

28. PRIOR ENCUMBRANCES

It is further stipulated, provided and agreed, that the Chargee may pay the amount of any encumbrance, lien or charge existing now or existing after the date of the Charge, or to arise or to be claimed upon the Charged Premises having priority over the Charge, including, without limitation, any taxes, utility charges or other rates on the Charged Premises, any construction lien, or any amounts payable to a Condominium Corporation, and may pay all costs, charges and expenses and all solicitor's charges or commissions, as between a solicitor and his client, which may be incurred in taking, recovering and keeping possession of the Charged Premises and generally in any proceedings or steps of any nature whatever properly taken in connection with or to realize upon this security, or in respect of the collection of any overdue interest, principal, insurance premiums or any other monies whatsoever payable by the Chargor under the Charge whether any action or any judicial proceedings to enforce such payments has been taken or not, and the amount so paid and insurance premiums for fire or other risks or hazards and any other monies paid under the Charge by the Chargee shall be added to the debt secured by the Charge and be a charge on the Charged Premises and shall bear interest at the Charge Rate, and shall be payable forthwith by the Chargor to the Chargee, and the non-payment of such amount shall be a default of payment within the meaning of those words in the paragraph dealing with power of sale and shall entitle the Chargee to exercise the power of sale and all other remedies hereby given. In the event of the Chargee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the monies advanced on the security or otherwise, it shall be entitled to all the rights, equities and securities of the person or persons, company, corporation, or government so paid off, and is hereby authorized to retain any discharge thereof, without registration, for a longer period than six months if it thinks proper to do so.

29. ONTARIO NEW HOME WARRANTIES PLAN ACT

If the Chargee incurs any cost or expense of any nature or kind in any way arising from or relating to the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31, as amended (the "ONHWPA"), including, without any limitation whatsoever, any cost or expense relating to registration as a vendor under the ONHWPA or enrolling the Charged Premises or entering into any agreement or agreements relating to performance of warranty obligations or performing any warranty obligations, all such cost and expense shall be added to the debt hereby secured and be a charge on the Charged Premises in priority to all other encumbrances registered or arising subsequent to the Charge and shall bear interest at the Charge Rate and shall be payable forthwith by the Chargor to the Chargee.

30. EXTENSIONS

Provided that no extension of time given by the Chargee to the Chargor, or anyone claiming under the Chargor or any other dealing with the owner of the Charged Premises, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the monies hereby secured.

31. DISCHARGE

The Chargee shall have a reasonable time after payment in full of the monies secured by the Charge within which to prepare and register a discharge or, if requested, and if required by law to do so, an assignment of the Charge, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee and all legal and other expenses for the preparation and registration of such discharge or assignment and any administrative charge or fee of the Chargee shall be borne by the Chargor.

32. OTHER SECURITY

The Charge is in addition to and not in substitution for any other security held by the Chargee including any promissory note or notes for all or any part of the monies secured under the Charge, and it is understood and agreed that the Chargee may pursue its remedies thereunder or under the Charge either concurrently or successively at its option. Any judgment or recovery under the Charge or under any other security held by the Chargee for the monies secured by the Charge shall not affect the right of the Chargee to realize upon this or any other such security.

Without limiting the generality of the foregoing, the Charge is in addition to, and not in substitution for, any other charges now or hereafter held by the Chargee over the Charged Premises as security for monies secured under the Charge or any other monies due to the Chargee.

It is understood and agreed that the aggregate of principal amounts secured by the Charge and any such other charges shall be the aggregate of the Principal Amount of the Charge and the principal amounts secured under any such other charges.

33. PLACE OF PAYMENT AND WITHHOLDINGS FROM PAYMENTS

(a) **Place of Payment.** Provided that all such payments secured by the Charge shall be made at the branch of the said Chargee designated in the Charge, or at such other place as the Chargee may designate in writing to the Chargor, in lawful money of Canada.

(b) **Withholdings from Payments.** If the Chargor is required by law to make any deduction or withholding from any sum payable by the Chargor to the Chargee under the Charge, then the sum payable by the Chargor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Chargee receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or been required to be made; and the Chargor shall pay the full amount to be deducted or withheld to the relevant taxation or other authority within the time allowed for such payment under applicable law and shall deliver to the Chargee within thirty days after the Chargor has made such payment to the applicable authority a receipt issued by such authority evidencing such payment.

(c) **Tax on Loan.** The Chargor shall pay to the Chargee, on demand, the amount of any income, corporate, withholding or similar taxes (other than the Chargee's income taxes) (the "Income Taxes") that may be imposed upon or in respect of the Principal Amount from time to time outstanding, together with interest thereon that the Chargee may be called upon to pay, together with interest from the date on which such Income Taxes are paid by the Chargee at the rate and compounded in the manner provided in the Charge.

34. SPOUSE'S CONSENT

The spouse of the Chargor so named in the Charge hereby consents to the transaction evidenced by the Charge and releases all interest in the Charged Premises to the extent necessary to give effect to the rights of the Chargee under the Charge, and agrees that the Chargee may, without further notice, deal with the Charged Premises and the debt created by the Charge as the Chargee may see fit.

35. FAMILY LAW ACT

The Chargor covenants and agrees that:

(a) the Chargor or the owner from time to time of the Charged Premises will advise and keep advised the Chargee as to whether the Chargor or the owner from time to time is a spouse as defined in the Family Law Act, R.S.O. 1990, c. F.3, as amended (the "Family Law Act"), and if so, the name of the Chargor's spouse, and of any change in the Chargor's spousal status or in the status of the Charged Premises as a matrimonial home within the meaning of the Family Law Act, and

(b) forthwith on request the Chargor will furnish the Chargee with such evidence in connection with any of the matters referred to in clause (a) above as the Chargee may from time to time require, including, without limitation, the Chargor's and the Chargor's spouse's name, address and birth date and the Chargor's and the Chargor's spouse's authorization to the Registrar under the Vital Statistics Act, R.S.O. 1990, c.V.4, as amended, to provide the Chargee from time to time on request all information in its possession relative to any marriage, divorce or death of the Chargor or the Chargor's spouse, and on default the Principal Amount, interest and all other monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable.

36. SEVERABILITY OF ANY INVALID PROVISIONS

It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with the provisions of any applicable statute or regulation thereunder or any other applicable law, or would by reason of the provisions of any such statute or regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the advances secured by the Charge which it would otherwise be able to collect under such statute or regulation or other applicable law, then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

37. NO PREJUDICE FROM FAILURE TO ENFORCE RIGHTS

Provided that no failure to enforce at any time or from time to time any of the rights of the Chargee under the Charge shall prejudice such rights or any other rights of the Chargee; no performance or payment by the Chargee in respect of any breach or default under the Charge of the Chargor shall relieve the Chargor from any default thereunder; and no waiver at any time or from time to time of any such rights of the Chargee shall prejudice such rights in the event of any future default or breach.

38. FARM LANDS

If the Charged Premises are farm lands, the Chargor will in each year during the currency of the Charge either put into crop or summer fallow in good, proper and husbandlike manner every portion of the Charged Premises which has been or may hereafter be brought under cultivation, and will keep the Charged Premises clean and free from all noxious weeds and generally see that the Charged Premises do not depreciate in any way.

39. CHANGE OF CORPORATE CONTROL

Where the Chargor is a corporation the Chargor covenants and agrees that in the event that:

(a) the Chargor fails to supply to the Chargee, in a form satisfactory to the Chargee, such information relating to the ownership of its shares as the Chargee may from time to time require; or

(b) without the written consent of the Chargee first had and obtained,

(i) the Chargor issues or redeems any of its shares or transfers any of its shares,

(ii) there is a sale or sales of the shares of the Chargor which result in the transfer of the legal or beneficial interest of any of the shares of the Chargor, or

(iii) the Chargor amalgamates, merges or consolidates with any other corporation,

and the result of any of the foregoing is a change in the effective control of the majority of the voting shares of the Chargor, then all monies secured by the Charge together with accrued interest thereon shall forthwith become due and payable at the option of the Chargee and the Chargee's powers of sale hereby given and all other remedies for enforcement shall be exercisable.

40. COMPLIANCE WITH THE LAW AND ENVIRONMENTAL COMPLIANCE

The Chargor hereby represents and warrants to the Chargee that:

- (a) there is not in, on or about the Charged Premises any product or substance or condition (including, without restriction, contaminants, wastes, moulds or hazardous or toxic materials), equipment or anything else which contravenes any statute, regulation, by-law, order, direction or equivalent relating to the protection of the environment or which is not being dealt with according to best recognized practices relating to the environment;
- (b) to the best of the knowledge of the Chargor, no circumstance has existed on the Charged Premises or exists or has existed on any land adjacent to the Charged Premises which constitutes or could reasonably constitute contravention of any statute, regulation, order, by-law, direction or equivalent relating to the protection of the environment;
- (c) no claim or notice of any action, investigation or proceeding of any kind has been threatened, made or issued or is pending relating to an environmental condition on the Charged Premises; and
- (d) the Charged Premises are being used in compliance with all statutes, regulations, orders, by-laws, directions and equivalent relating to the protection of the environment.

The Chargor hereby covenants and agrees with the Chargee as follows:

- (a) the Chargor shall give to the Chargee immediate notice of any material change in circumstances in respect of the Charged Premises or adjacent land which would cause any of the representations and warranties contained in the immediately preceding paragraphs (a) to (d) inclusive to become untrue; and
- (b) the Chargor shall not permit or create, and shall not allow anyone else to permit or create, any circumstance on the Charged Premises which would constitute or could reasonably constitute a contravention of any statute, regulation, order, by-law, direction or equivalent relating to the protection of the environment.

The Chargor further covenants and agrees with the Chargee at all times promptly to observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders, regulations and equivalent of every government authority dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, contaminants, wastes, hazardous or toxic materials, building construction, public health and safety, and all private covenants and restrictions affecting the Charged Premises or any portion thereof and the Chargor shall from time to time, upon request of the Chargee, provide to the Chargee evidence of such observance and compliance and pay immediately when due the cost of removal of any such contaminants, wastes and materials, and shall at its own expense make any and all improvements thereon or alterations to the Charged Premises structural or otherwise and shall take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order, regulation, covenant or equivalent; and the Chargor shall cause its tenants, agents and invitees to comply with all the foregoing at their own expense.

The Chargor shall indemnify and hold harmless the Chargee (and its directors, officers, employees and agents) from and against all loss, cost, damage or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claim) due to the Chargor's failure to comply with any of the covenants and agreements in this clause, or due to the presence of any contaminant, waste, mould or hazardous or toxic material referred to in this clause, as well as any lien or priority asserted with respect thereto, and this indemnity shall survive the discharge of the Charge or the release from the Charge of part or all of the Charged Premises.

41. CONDOMINIUMS

If the Charge is of a unit or units within a Condominium the following provisions shall apply:

- (a) The Chargor covenants and agrees at all times and from time to time to observe and perform all duties and obligations imposed on the Chargor by the Condominium Act and by the Declaration, the by-laws, and the rules as amended from time to time, of the Condominium Corporation, by virtue of the Chargor's ownership of the Charged Premises. Any breach of the said duties and obligations shall constitute a breach of covenant under the Charge.
- (b) Without limiting the generality of the foregoing, the Chargor covenants and agrees that the Chargor will pay promptly when due any contributions to common expenses required of the Chargor as an owner of the Charged Premises and in the event of default in doing so the Chargee, at its option, may pay the same and the amount so paid shall be added to the debt secured by the Charge and shall be a charge on the Charged Premises and shall bear interest at the Charge Rate from the time of such payments and shall be payable forthwith by the Chargor to the Chargee whether or not any payment in default has priority to the Charge or any part of the monies secured thereby.
- (c) The Chargor hereby irrevocably authorizes and empowers the Chargee to exercise the right of the Chargor as an owner of the Charged Premises to vote or to consent in all matters relating to the affairs of the Condominium Corporation provided that:
 - (i) the Chargee may at any time or from time to time give notice in writing to the Chargor and the said Condominium Corporation that the Chargee does not intend to exercise the said right to vote or consent and in that event until the Chargee revokes the said notice the Chargor may exercise the right to vote. Any such notice may be for an indeterminate period of time or for a limited period of time or for a specific meeting or matter;
 - (ii) the Chargee shall not by virtue of the assignment to the Chargee of the right to vote or consent be under any obligation to vote or consent or to protect the interests of the Chargor; and
 - (iii) the exercise of the right to vote or consent shall not constitute the Chargee a chargee in possession.
- (d) The Chargor covenants and agrees to advise the Condominium Corporation to send all notices to the Chargee and to notify the Chargee of any breaches by the Condominium Corporation that come to the attention of the Chargor in order that the Chargee is kept fully informed.

42. RECEIVERSHIP

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Notwithstanding anything contained in the Charge, it is declared and agreed that at any time and from time to time when there shall be default under the provisions of the Charge, the Chargee may, at such time and from time to time and with or without entry into possession of the Charged Premises, or any part thereof, by instrument in writing appoint any person, whether an officer or officers or an employee or employees of the Chargee or not, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) of the Charged Premises, or any part thereof, and of the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any receiver and appoint another in such receiver's stead, and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor, but no such appointment shall be revocable by the Chargor. Upon the appointment of any such receiver from time to time the following provisions shall apply:

(a) Every such receiver shall have unlimited access to the Charged Premises as agent and attorney for the Chargor (which right of access shall not be revocable by the Chargor) and shall have full power and unlimited authority (which power and authority shall not be revocable by the Chargor) to:

- (i) collect the rents and profits from tenancies whether created before or after these presents;
- (ii) rent any portion of the Charged Premises which may be or become vacant on such terms and conditions as the receiver considers advisable and enter into and execute leases, accept surrenders and terminate leases;
- (iii) complete the construction of any building or buildings or other erections or improvements on the Charged Premises left by the Chargor in an unfinished state or award the same to others to complete and purchase, repair and maintain any personal property including, without limitation, appliances and equipment, necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description; and
- (iv) manage, operate, repair, alter or extend the Charged Premises or any part thereof.

The Chargor undertakes to ratify and confirm whatever any such receiver may do in the Charged Premises.

(b) The Chargee may at its discretion vest the receiver with all or any of the rights and powers of the Chargee.

(c) The Chargee may fix the reasonable remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the Charged Premises.

(d) Every such receiver shall be deemed to be the agent or attorney of the Chargor and, in no event, the agent of the Chargee and the Chargee shall not be responsible for the receiver's acts or omissions.

(e) The appointment of any such receiver by the Chargee shall not result in or create any liability or obligation on the part of the Chargee to the Chargor or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Chargee a chargee in possession of the Charged Premises.

(f) No such receiver shall be liable to the Chargor to account for monies other than monies actually received by the receiver in respect of the Charged Premises, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:

- (i) the remuneration of the receiver aforesaid;
- (ii) all costs and expenses of every nature and kind incurred by the receiver in connection with the exercise of the receiver's powers and authority hereby conferred;
- (iii) interest, principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to the Charge, including taxes;
- (iv) to the Chargee, all interest, principal and other monies due under the Charge to be paid in such order as the Chargee in its discretion shall determine;
- (v) and thereafter, every such receiver shall be accountable to the Chargor for any surplus.

The remuneration and expenses of the receiver shall be paid by the Chargor on demand and shall be a charge on the Charged Premises and shall bear interest from the date of demand at the Charge Rate.

(g) Save as to claims for accounting under clause (f) of this paragraph, the Chargor hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under the Chargor by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.

(h) The Chargee may, at any time and from time to time, terminate any such receivership by notice in writing to the Chargor and to any such receiver.

(i) The statutory declaration of an officer of the Chargee as to default under the provisions of the Charge and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers provided for in the Charge and such dealing shall be deemed, as regards such person, to be valid and effectual.

(j) The rights and powers conferred in and by the Charge in respect of the receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.

RECEIVED

43. COMPLIANCE WITH THE LAW

The Chargor covenants and agrees at all times to promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal or otherwise, including, without limiting the generality of the foregoing, those dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, toxic materials or other environmental hazards, building construction, public health and safety, and all private covenants and restrictions affecting the Charged Premises or any portion thereof and the Chargor will from time to time, upon request of the Chargee, provide to the Chargee evidence of such observance and compliance, and will at its own expense make any and all improvements thereon or alterations to the Charged Premises structural or otherwise and will take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order or regulation.

44. CHARGEES EXPENSES

The Chargor agrees to pay the reasonable and necessary costs, charges and expenses of and incidental to the Charge, and to any and all other documents required in connection therewith, and of any amendment or renewal thereof, and of anything done in connection with the enforcement of the security granted thereby or the procuring of the payment of any moneys payable under the Charge, including, without limiting the generality of the foregoing, all solicitors' fees, on a solicitor and client basis, costs and expenses of examination of title, and the obtaining of the opinion of counsel for the Chargee thereon and all costs and expenses valuing the Charged Premises in connection with the foregoing and of anything done in connection with defending the validity or priority of the Charge as against third parties. The Chargor further agrees that such amounts shall be paid forthwith upon demand and until paid shall bear interest at the Charge Rate and shall be a charge on the Charged Premises secured by the Charge prior to all claims thereon subsequent to the Charge.

45. INTERPRETATION

And it is hereby agreed and declared that the expression "the Chargor" used in these standard charge terms and the Charge shall include the heirs, executors, personal representatives, administrators, successors and assigns of each and every Chargor and the expression "the Chargees" shall include the successors and assigns of the Chargee and (if the Charge affects a Condominium) the expression "Condominium Corporation" shall mean the Condominium Corporation referred to in the description and the expression "Declaration" shall mean the declaration registered in connection with the Condominium Corporation, and the words in the singular include the plural, and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the context so requires, and that all covenants, liabilities, and obligations entered into or imposed under the Charge upon each Chargor shall be equally binding upon his, her, its or their respective heirs, personal representatives, executors, administrators,

successors, and assigns and that all such covenants, liabilities and obligations shall be joint and several, and that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargee shall be equally secured to and exercisable by its successors and assigns; and if the Chargor is comprised of more than one person, all covenants by the Chargor herein contained or implied are and are to be construed as both joint and several.

46. PARAGRAPH HEADINGS

The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

47. DATE OF CHARGE

The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

48. EFFECT OF DELIVERY

The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in a written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor, and any other party to the Charge, agrees not to raise in any proceedings by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

RECEIPT

The Chargor(s) hereby acknowledges receipt of a true copy of the Charge and the foregoing Standard Charge Terms before signing the Charge.

DATED the _____ day of _____, _____.

(Insert Name of Chargor(s))

The Guarantor(s) hereby acknowledges receipt of a true copy of the Charge and the foregoing Standard Charge Terms before signing the Charge.

DATED the _____ day of _____, _____

(Insert Name of Guarantor (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**

Proceeding commenced at
London, Ontario

AFFIDAVIT OF GREG SMITH

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Solicitors for the Plaintiff

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MOTION RECORD – VOLUME 2

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