TAB 2

Court File No. CV-13-

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

GE CANADA EQUIPMENT FINANCING G.P.

Applicant

- and -

I M B C BLOWMOLDING INC.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency* Act, R.S.C. 1985, c.B-3, as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C-43, as amended

AFFIDAVIT OF MICHAEL PISANI
(Sworn December 6, 2013)

I, MICHAEL PISANI, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the Vice President, Workout Leader with the Workout and Restructuring Group of the GE Canada Group of companies, which includes, among others, GE Canada Equipment Financing G.P. ("**GE Canada**") and am responsible for managing the loan of the Respondent with GE Canada. In preparing this Affidavit, I have reviewed the loan and security documents and certain information provided by the Respondent to GE Canada. In addition, I have also spoken with the proposed receiver, A. Farber & Partners Inc. ("**Farber**") and reviewed the draft first report of Farber as proposed receiver (the "**Report**"). Accordingly, I have knowledge of the matters discussed in this Affidavit. Unless I state otherwise, the following facts are within my personal knowledge. Where I have indicated that I have obtained information from other sources, I have stated the source of that information and I believe such information to be true.

Overview and Purpose of Affidavit

2. This affidavit is sworn in support of an application by GE Canada for an Order:

(a) appointing Farber as receiver of the Respondent;

(b) approving the Agreement of Purchase and Sale dated December 6, 2013 between Farber, as proposed Receiver, and Plastique Micron Inc., on behalf of a company to be incorporated ("**Micron**"), as purchaser (the "**Stalking Horse Offer**"); and

(c) approving a stalking horse sale process to be conducted by Farber as described in the Report.

3. As discussed in greater detail below, the Respondent appears to be insolvent, and, from my review of cashflow information prepared and supplied to me by IMBC, does not appear to have sufficient financing to continue its operations absent continuing financial support. I have been advised by Hylton Levy, principal of Farber, that the lender who has agreed to provide the necessary financing is only prepared to extend financing to the Respondent in the context of a Court supervised restructuring and sale process to be conducted within the proposed receivership.

4. As more particularly described below, IMBC is indebted to GE Canada pursuant to an Equipment Loan and Security Agreement (the "**ELSA**") dated June 27, 2011 pursuant to which GE Canada financed the acquisition of certain equipment and related parts by IMBC as more particularly described in the ELSA (the "**Equipment**").

5. IMBC is in default of the terms of the ELSA. IMBC appears to be suffering from a liquidity crisis and is unable to satisfy its obligations as they become due. GE Canada is seeking the appointment of a receiver to protect the business of IMBC, ensure ongoing operations and preserve the value of IMBC's assets, including the Equipment, with the goal of ultimately consummating a going-concern purchase and sale transaction of substantially all of the assets of IMBC.

Background

6. IMBC is a corporation incorporated pursuant to the laws of the Province of Ontario and has its head office located in and operations carried on from premises located in the City of Orangeville, Province of Ontario. Attached hereto to this my affidavit and marked as **Exhibit "A"** is a true copy of the corporate profile for IMBC dated November 6, 2013.

7. Robert Starr ("**Starr**") is the sole officer and director of IMBC.

8. IMBC was established in 1989. IMBC carries on the business of manufacturing extrusion blowmolded plastic products for use in the health and beauty, automotive and other sectors.

9. IMBC has approximately forty-one (41) non-unionized employees.

10. IMBC does not sponsor or contribute to any employee pension plans.

Loan Facilities

11. GE Canada financed the acquisition of the Equipment by IMBC pursuant to the ELSA including paying, in full, IMBC's obligations to Key Equipment Finance Canada Ltd. ("**Key Equipment**"). A true copy of the ELSA is attached as **Exhibit "B"** to this my affidavit. Pursuant to the ELSA, GE Canada financed the principal sum of $1,650,000.00 (the "**Financed Amount**"). The Financed Amount accrues interest at the rate of 7.0% per annum throughout the five (5) year term of the ELSA.

12. Pursuant to a guarantee and indemnity agreement dated June 27, 2011 (the "**Guarantee**"), 1309742 Ontario Ltd. ("**130**") guaranteed all obligations and liabilities of IMBC to GE Canada. Attached hereto to this my affidavit and marked as **Exhibit "C"** is a true copy of the Guarantee of 130.

13. 130 is the owner of lands more particularly described as 71-81 Centennial Drive, Orangeville, Ontario (the "**Premises**"). Pursuant to a Charge/Mortgage of Lands dated June 30, 2011 and registered as Instrument No. DC121745 against title to the Premises, 130 secured its obligations and liabilities pursuant to the Guarantee to GE Canada. A true copy of the parcel register relating to the Lands dated November 7, 2013 is attached hereto as **Exhibit "D"**.

14. IMBC secured payment of its obligations by granting a purchase money security interest in and to the Equipment pursuant the terms of the ELSA. In addition, IMBC granted to GE Canada an all-encompassing security interest in all of its personal property, both tangible and intangible, pursuant to a General Security Agreement dated June 27, 2011 (the "**GSA**"). Attached hereto to this my affidavit and marked as **Exhibit "E"** is a true copy of the GSA.

15. GE Canada perfected its security interest granted pursuant to the ELSA and the GSA (collectively, the "**Security**") by effecting registration of financing statements pursuant to the provisions of the *Personal Property Security Act* ("**PPSA**"), the particulars of which are as follows:

(a) a financing statement registered on May 18, 2011, for a period of 6 years, having file number 669993039, registered against the collateral classifications of "Inventory", "Equipment", "Accounts", "Other", and "Motor Vehicle Included";

(b) a financing statement registered on May 18, 2011, for a period of 10 years, having file number 669993048, registered against the collateral classifications of "Inventory", "Equipment", "Accounts", "Other", and "Motor Vehicle Included"; and

(c) a financing statement registered on June 14, 2011, for a period of 10 years, having file number 670687038, registered against the collateral classifications of "Inventory", "Equipment", "Accounts", "Other", and "Motor Vehicle Included".

A copy of the PPSA search results with file currency of October 31, 2013 are attached hereto as **Exhibit "F"**.

Events of Default under the ELSA

16. IMBC defaulted in payment of the instalment due on November 7, 2013 pursuant to the terms of the ELSA.

17. I am advised by Carissa Mamon, an employee of GE Canada working in its Calgary, Alberta offices and having day-to-day oversight of this account, that she was contacted in or about October, 2013, by Sandra Starr, spouse of Starr, and advised that IMBC had been negotiating with Micron to purchase its business and Property as a going concern and that IMBC sought the cooperation of GE Canada to facilitate a receivership to complete the transaction contemplated by the agreement.

18. To facilitate completing the contemplated transaction through a receivership process, on November 15, 2013, GE Canada demanded payment of all obligations and liabilities of

IMBC. As at November 15, 2013, the amount owing to GE Canada was approximately $1,097,602.77 (including a prepayment bonus to which it was entitled under the terms of the ELSA). Attached hereto to this my affidavit and marked as **Exhibit "G"** is a true copy of the demand correspondence dated November 15, 2013. In addition to demanding payment from IMBC, GE Canada issued notice as is required by section 244 of the BIA (the "**BIA Notice**"). Attached hereto and marked as **Exhibit "H"** is a true copy of the BIA Notice dated November 15, 2013.

19. To further facilitate completing the transaction, GE has, subject to the closing of the transaction, agreed to forgo collection of the prepayment bonus totalling approximately $95,000.

Other Creditors

20. Attached hereto and marked as Exhibit "F" is a true copy of the search report in respect of a search conducted in the PPSA registration system in respect of IMBC. As appears from the search report, the following parties have registered security against IMBC pursuant to the provisions of the PPSA:

(a) Starr;

(b) Key Equipment;

(c) National Leasing Group Inc.

(d) Georgian Triangle and Dufferin County Economic Development Corporation ("**GEDC**");

(e) RPG Receivables Purchase Group Inc. ("**RPG**"); and

(f) GE Canada.

21. I have been advised by Hylton Levy that he was advised by Sandra Starr that no amounts are owing by IMBC to Starr. No amounts are owing to Key Equipment as GE Canada paid Key Equipment in full as part of the financing under the ELSA.

22. Pursuant to a Priorities Agreement dated June 30, 2011 between RPG, GE Canada, EDC and IMBC (the "**Priorities Agreement**"), RPG, EDC and GE Canada (and acknowledged by IMBC) agreed to the following priorities:

(a) RPG holds a first ranking security interest in and to all of the property of IMBC, other than the Equipment;

(b) GE Canada holds a first ranking security interest in and to the Equipment and a second ranking position in respect of all other property of IMBC;

(c) GEDC holds a third ranking security interest in and to all of the property of IMBC, including the Equipment.

Attached hereto and marked as **Exhibit "I"** to this my Affidavit is a true copy of the Priorities Agreement.

23. GE Canada is of the view that a liquidation of the Equipment, including costs of removing the Equipment from the Premises, will result in a significant deficiency in recovery to GE Canada.

24. As described in the Report of Farber, filed in support of this application, a sale of the business carried out through the appointment of Farber, as Court-appointed receiver, is, in its view, the most viable option for preserving the enterprise value of IMBC for the benefit of GE Canada, RPG and other stakeholders including employees, customers and suppliers.

25. The proposed sale transaction would also be the method least likely to result in the material disruption to the business. If the Transaction is not completed, it is likely that IMBC will be unable to continue to operate as there will be no financing available for it to do so. If that occurs, the realizable value of IMBC and its assets will be greatly diminished resulting in a loss of employment for approximately forty-one (41) employees and a substantial shortfall to GE Canada, RPG and GEDC.

Proposed Restructuring and Sale

26. From a review of the Report, it appears that IMBC has obtained financing to support its operations for a limited time and to fund the implementation of the restructuring to be carried out through a receivership and stalking horse sale process.

27. A summary of the key terms and conditions of the Stalking Horse Offer is as follows:

(a) Vendor: the Receiver;

(b) Purchaser: an entity to be incorporated prior to closing, 100% owned by Micron;

(c) Purchase Price: $1.25 million for the Equipment plus the value of the "cost" of inventory and $25,000 for equipment parts inventory;

(d) Employees: the Purchaser intends to offer employment to the majority employees on terms substantially similar to their existing employment;

(e) Representations and Warranties: consistent with insolvency transactions, i.e., to be completed on an "as is" "where is" basis without material representations and warranties;

(f) Closing: the business day that is two (2) days following the date the Approval and Vesting Order is granted.

Sale Process

28. A summary of the proposed Stalking Horse Sale Process is outlined in the Report of Farber and contemplates that offers will be submitted to the Receiver by 10:00 a.m. (Toronto time) on January 7, 2014 (the "**Bid Deadline**"). The Sale Process contemplates a break fee in the event a Qualified Bid (as that term is defined in the Sale Process) is accepted.

29. I do verily believe that the duration of the contemplated Sale Process should be sufficient for Farber to determine whether a Qualified Bid can be obtained.

The Proposed Receiver

30. While assisting IMBC in negotiating the agreement with Micron, Farber has gained knowledge concerning the business which will be of assistance in facilitating the contemplated transaction on the timelines detailed in the Report.

31. Farber has consented to being appointed by this Honourable Court as the receiver of

IMBC for the purposes of conducting the Stalking Horse Sale Process and completing the proposed sale transaction.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, on December 6, 2013

Deepa Tailor

Commissioner for taking affidavits

Deepa Tailor, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires May 4, 2015.

Michael Pisani

GE Canada Equipment Financing G.P. Applicant	and	I M B C Blowmolding Inc. Respondent	Court File No: CV-13

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF MICHAEL PISANI

MILLER THOMSON LLP
ONE LONDON PLACE
255 QUEENS AVENUE, SUITE 2010
LONDON, ON CANADA N6A 5R8

Alissa K. Mitchell LSUC#:35104E
Tel: 519.931.3510
Fax: 519.858.8511

Craig A. Mills LSUC#: 40947B
Tel: 416.595.8596
Fax: 416.595.8695

Lawyers for the Applicant

EXHIBIT "A"

This is Exhibit "A" referred to in the affidavit

of MICHAEL PISANI, SWORN BEFORE ME
this 6 **day of December, 2013**

Deepa Tailor

A COMMISSIONER FOR TAKING AFFIDAVITS

Deepa Tailor, a Commissioner,
etc., Province of Ontario,
while a Student-at-Law.
Expires May 4, 2015.

Request ID: 015875729
Transaction ID: 52584669
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/11/06
Time Report Produced: 14:57:46
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
848881	I M B C BLOWMOLDING INC.	1989/08/16

Jurisdiction	Former Jurisdiction
ONTARIO	NOT APPLICABLE

Corporation Type	Corporation Status
ONTARIO BUSINESS CORP.	ACTIVE

Date Amalgamated	Amalgamation Ind.
NOT APPLICABLE	NOT APPLICABLE

New Amal. Number	Notice Date
NOT APPLICABLE	NOT APPLICABLE

Letter Date
NOT APPLICABLE

Revival Date	Continuation Date
1995/06/27	NOT APPLICABLE

Transferred Out Date	Cancel/Inactive Date
NOT APPLICABLE	NOT APPLICABLE

EP Licence Eff.Date	EP Licence Term.Date
NOT APPLICABLE	NOT APPLICABLE

Registered Office Address

81 CENTENNIAL ROAD

ORANGEVILLE
ONTARIO
CANADA L9W 3R1

Mailing Address

81 CENTENNIAL ROAD

ORANGEVILLE
ONTARIO
CANADA L9W 3R1

Number of Directors Minimum	Number of Directors Maximum	Date Commenced in Ontario	Date Ceased in Ontario
UNKNOWN	UNKNOWN	NOT APPLICABLE	NOT APPLICABLE

Activity Classification

NOT AVAILABLE

CORPORATION PROFILE REPORT

Ontario Corp Number

848881

Corporation Name

I M B C BLOWMOLDING INC.

Corporate Name History	Effective Date
I M B C BLOWMOLDING INC.	1995/06/27
BUD PLASTICS LTD.	1989/08/16

Current Business Name(s) Exist: NO

Expired Business Name(s) Exist: NO

Administrator:
Name (Individual / Corporation)

ROBERT
STARR

Address

LOT 27 CONCESSION 4
CALEDON
ONTARIO
CANADA L0N 1E0

Date Began	First Director	
1989/08/16	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number

848881

Corporation Name

I M B C BLOWMOLDING INC.

Administrator:
Name (Individual / Corporation)

ROBERT
BERNHARD
STARR

Address

R R 2

ORANGEVILLE
ONTARIO
CANADA L9W 2Y9

Date Began

1989/08/16

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Administrator:
Name (Individual / Corporation)

ROBERT
BERNHARD
STARR

Address

R R 2

ORANGEVILLE
ONTARIO
CANADA L9W 2Y9

Date Began

1989/08/16

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

CORPORATION PROFILE REPORT

Ontario Corp Number

848881

Corporation Name

I M B C BLOWMOLDING INC.

Administrator:
Name (Individual / Corporation)

ROBERT

STARR

Address

LOT 27 CONCESSION 4

CALEDON
ONTARIO
CANADA L0N 1E0

Date Began	First Director	
1991/06/28	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	PRESIDENT	Y

Administrator:
Name (Individual / Corporation)

ROBERT

STARR

Address

LOT 27 CONCESSION 4

CALEDON
ONTARIO
CANADA L0N 1E0

Date Began	First Director	
1991/06/28	NOT APPLICABLE	
Designation	**Officer Type**	**Resident Canadian**
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
848881	I M B C BLOWMOLDING INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2012	1C	2013/05/21 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.

EXHIBIT “B”

This is Exhibit "B" referred to in the affidavit

of MICHAEL PISANI, SWORN BEFORE ME
this 6 **day of December, 2013**

Deepa Tailor

A COMMISSIONER FOR TAKING AFFIDAVITS

Deepa Tailor, a Commissioner,
etc., Province of Ontario,
while a Student-at-Law.
Expires May 4, 2015.

GE Capital

EQUIPMENT LOAN AND SECURITY AGREEMENT

No: 150011640074

2300 Meadowvale Blvd., Suite #100
Mississauga, Ontario, L5N 5P9, Tel: (905) 858-4900, Fax: (877) 898-3212

CLIENT: I M B C Blowmolding Inc.

ADDRESS: 71 Centennial Rd.
Orangeville,Ontario
L9W 3R1

CONTACT: *Robert Starr*
Tel: (519) 942-3401

EQUIPMENT LOCATION (if at address other than above)
71 & 81 Centennial Road
Orangeville, Ontario, Canada, L9W 3R1

INSURANCE
Benson Kearley Insurance Brokers & Financial Advis
17705 Leslie St Suite 201
Newmarket
L3Y 3E3

EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			See Schedule A which is an integral part of this agreement.	

FINANCED AMOUNT			FINANCING RATE:		INSTALMENTS	
Amount Advanced:	1,650,000.00	CAD		Fixed Rate	Instalments:	$ 32,674.31 CAD
Insurance Premium:				7.00% p.a.	Instalment date:	
Financing fees:					Frequency:	Monthly
					No. of Instalments:	60
Financed Amount:	1,650,000.00	CAD	Daily		First Instalment date:	
					Original Term:	60 months

ADDITIONAL PROVISIONS
See Schedule B which is an integral part of this agreement.

In consideration of the loan (the "Loan") by Lender (as defined below) to Client in the amount specified under the heading "Financed Amount" above, the receipt of which Client hereby acknowledges, Client acknowledges itself indebted and promises to repay to Lender the Financed Amount. Client also acknowledges that it has agreed to grant to Lender a security interest in the Equipment described above to secure repayment of the Financed Amount on the terms and conditions set forth above, on pages 1, 2, 3 and 4 of document 15133E attached hereto, on all applicable schedules and other attachments hereto, all of which terms and conditions form a part of this Equipment Loan and Security Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Equipment Loan and Security Agreement at Orangeville in the province of Ontario, this 27th day of June 2011.

I M B C Blowmolding Inc. ("CLIENT")

By: Robert Starr President
SIGNATURE OF AUTHORIZED OFFICERS — TITLE

TITLE

GE Canada Equipment Financing G.P. ("LENDER")

By: AM
SIGNATURE OF AUTHORIZED OFFICERS — TITLE

TITLE

GE Capital

SCHEDULE A
No: 150011640074

This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150011640074 executed at Orangeville in the province of Ontario, this 27th day of June 2011.

EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			Item#1, One (1) Pugliese, PAC 1, Blow Molding Machine, Asset #101, 50mm, 24 to 1; with Oil Cooled Extruder; AC Drive; New BR Model Power Panel PLC; Parison Programmer; Heating Zones; Swing Knife; Auger Loader; and Transformer Item#1, One (1) Bekum, Dual, Mold Head, BKD Style PE Item#1, One (1), 15"W x 4'L, Stainless Steel, Conveyor, Asset #65, with Mesh Belt Item#1, One (1), Stainless Steel, Conveyor, Asset #4, Flat to Incline Bottle and Scrap, 2-Lane 12"W 6"W x 24' Flat x 20'L; with Intralox Cleated Belt Item#1, One (1), 4' x 4' x 10'H, Pack Bin, with Light Table Item#2, One (1) 1989 Pugliese, PAC 1, Blow Molding Machine, S/N 095-143, Asset #102, 50mm, 24 to 1; with Oil Cooled Extruder; AC Drive; Siemens PLC; Moog 25-Point Parison Programmer; (10) Heating Zones; Swing Knife; Auger Loader; and Transformer Item#2, One (1) Heins, Dual, Mold Head, 62.5mm Centers Mueller Copy Item#2, One (1), 16"W x 4'L, Stainless Steel, Conveyor, Asset #61, with Intralox belt Item#2, One (1), Stainless Steel, Conveyor, Asset #6, Flat to Incline Bottle and Scrap, 2-Lane 12"W 6"W x 20'L; with Intralox Cleated Belt Item#2, One (1), 4' x 4' x 10'H, Pack Bin, with Light Table Item#3, One (1) 1991 Heins, CM2000S, Single-Sided, Blow Molding Machine, S/N 1-1747-0491, Asset #102, 50mm, 24 to 1; with Fan Cooled Extruder; AC Drive; Heins Model CM2000S PLC; Moog 25-Point Parison Programmer; (11) Heating Zones; Hot Knife; Auger Loader; and Transformer Item#3, One (1) Heins, Dual, Mold Head, 62.5mm Centers Mueller Copy Item#3, One (1), 18"W x 4'L, Stainless Steel, Conveyor, Asset #64, Horizontal, 18"W x 4'L; with Intralox Belt Item#3, One (1), Stainless Steel, Conveyor, Asset #3, Flat to Incline Bottle and Scrap, 2-Lane 12"W 6"W x 24'L; with Intralox Cleated Belt Item#3, One (1), 4' x 4' x 10'H, Pack Bin, with Light Table Item#3, One (1) Conair, 180003-08, Dehumidifier, Resin Dryer, S/N 1-0231, Asset #832, 25 cfm Desiccant; with Resin Hopper; and Auger Loader Item#4, One (1) Bekum, BAE 1, Single-Sided, Blow Molding Machine, Asset #104, 50mm, 20 to 1; with Oil Cooled Extruder; 2-Speed Gearbox; AC Drive; New BR Model Power Panel PLC; Parison Programming; Heating Controls; Swing Knife; Auger Feeder; and Transformer	

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GE Capital

SCHEDULE A

No: 150011640074

This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150011640074 executed at Orangeville in the province of Ontario, this 27th day of June 2011.

EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			Item#4, One (1) Bekum, BKD, Triple, Mold Head Item#4, One (1), Stainless Steel, Conveyor, Asset #9, Flat to Incline Bottle and Scrap, 12"W 6"W x 24' Flat x 20'L; with 2-Lane Intralox Cleated Belt Item#4, One (1), 4' x 4' x 10'H, Pack Bin, with Light Table Item#5, One (1) 1999 Heins, CM2000S, Single-Sided, Blow Molding Machine, S/N 990880, Asset #109, 50mm, 24 to 1; with Oil Cooled Extruder; PLC; Heating Controls; Moog 25-Point Parison Programmer; Swing Knife; and Transformer Item#5, One (1) Heins, Dual, Mold Head, 62.5mm Centers Mueller Copy Item#5, One (1), 16"W x 4'L, Stainless Steel, Conveyor, Asset #67, with Intralox Belt Item#5, One (1), Stainless Steel, Conveyor, Asset #2, Flat to Incline Bottle and Scrap, 2-Lane 12"W 6"W x 24' Flat x 10'L; with Intralox Cleated Belt Item#5, One (1), 4' x 4' x 4'H, Stainless Steel, Pack Bin Item#5, One (1) 1999 Heins, Leak Tester, Asset #835, Mounted to Conveyor (131), Heated Blade; with U-Shaped 2.5" x 12' Plastic Belt Conveyor Item#6, Two (2) Prothermax, Vacu-Bin, Plastic, Resin Bin Item#6, One (1) 1992 Heins, CM2000S, Single-Sided, Blow Molding Machine, S/N 1943-0592, Asset #105, 50mm, 24 to 1; with Oil Cooled Extruder; AC Drive; PLC; Heating Controls; Moog 25-Point Parison- Programmer; Swing Knife; and Transformer Item#6, One (1) Heins, Triple, Mold Head, 62.5mm Centers PVC Item#6, One (1), 16"W x 4'L, Stainless Steel, Conveyor, Asset #71, with Intralox Belt Item#6, One (1), Stainless Steel, Conveyor, Asset #9, Flat to Incline Bottle and Scrap, 2-Lane 12"W 6"W x 24' Flat x 10'L; with Intralox Cleated Belt Item#6, One (1), 4' x 4' x 10'H, Pack Bin, with Light Table Item#6, One (1) Heins, SP09010, Leak Tester, S/N 991245, Asset #825, with SKF U-Shaped 3" x 10' Bottle Conveyor Item#7, One (1) 1993 Heins, CM2000S, Single-Sided, Blow Molding Machine, S/N 01-3388E, Asset #106, 50mm, 24 to 1; with Oil Cooled Extruder; AC Drive; PLC; Heating Controls; Moog 25-Point Parison Programmer; Swing Knife; and Transformer Item#7, One (1) Heins, Dual, Mold Head, 125mm Centers PVC Item#7, One (1), 18"W x 4'L, Stainless Steel, Conveyor, Asset #63, with Intralox Belt Item#7, One (1), Stainless Steel, Conveyor, Asset #8, Flat to Incline Bottle and Scrap, 2-Lane 12"W 6"W x 24' Flat x 10'L; with Intralox Cleated Belt	

RS.

GE Capital

SCHEDULE A

No: 150011640074

This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150011640074 executed at Orangeville in the province of Ontario, this 27th day of June 2011.

EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			Item#7, One (1), 4' x 4' x 10'H, Pack Bin, with Light Table Item#7, One (1) Prothermax, Vacu-Bin, Plastic, Resin Bin Item#8, One (1) 1994 Heins, CM2000S, Single-Sided, Blow Molding Machine, S/N 94646, Asset #107, 50mm, 24 to 1; with Oil Cooled Extruder; AC Drive; Siemens PLC; Heat Controls; Moog 25-Point Parison Programmer; Swing Knife; Transformer; New Tech Dual Rope Bottle Neck Automatic Part Take-Out Conveyor, S/N270904, Asset #37; and Safety Enclosure Item#8, One (1) Bekum, Dual, Mold Head, 125mm PE Item#8, One (1) Amcor, Plasma Cool PLM1000E, Portable, Air Conditioner, S/N 09100896ZR, Item#8, One (1), Stainless Steel, Conveyor, Asset #16, Flat to Incline Bottle and Scrap, 16"W x 24'L; with Cleated Conveyor Item#8, One (1) 2009 Reko Automation, Automatic, Trimmer/Reamer, Asset #833, Reamer For Car Parts; with (4) Station Indexing Tables; (2) Robotic Arms; PLC; and Safety Enclosure; (Upgraded By Reko Automation in 2009) Item#8, One (1), 4' x 4' x 8'.H, Stainless Steel, Pack Bin Item#8, One (1) 2008 AEC, 162087Q, Pneumatic Gaylord, Tilter, S/N 8088069-1-2 Item#9, One (1) 1996 Heins, CM2000S, Single-Sided, Blow Molding Machine, S/N 951179, Asset #108, 50mm, 24 to 1; with Oil Cooled Extruder; AC Drive; Moog 25-Point Parison Programmer; Heating Controls; Swing Knife; and Transformer Item#9, One (1) Bekum, 2 PK 125, Dual, Mold Head, 125mm PE Item#9, One (1), 6"W x 4'L, Stainless Steel, Conveyor, Asset #62, with Intralox Cleated Belt Item#10, One (1) Heins, CM2000S, Single-Sided, Blow Molding Machine, Asset #110, 50mm, 24 to 1; with Oil Cooled Extruder; and AC Drive; (Machine Not In Service; Missing Knife And PLC) Item#10, One (1) Hytrol, TAL, 12"W x 5'L, Conveyor, S/N 223442, Asset #15 Item#10, One (1), 18"W x 3'L, Conveyor, Asset #73 Item#11, One (1) 1987 Pugliese, PAC 1, Blow Molding Machine, S/N 044-91, Asset #115, 50mm, 20 to 1; with Fan Cooled Extruder; AC Drive; Siemens PLC; Moog 25-Point Parison Programmer; (11) Heating Zones; Swing Knife; Auger Loader; and Transformer Item#11, One (1) Bekum, Triple, Mold Head, PE Item#11, One (1), 16 "W x 4'L, Conveyor, Asset #66, with Intralox Cleated Belt Item#11, One (1), Conveyor, Asset #7, Flat to Incline, Bottle and Scrap	

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SCHEDULE A

No: 150011640074

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EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			Conveyor 12"W 6"W x 10'H; with Intralox Cleated Belt	
			Item#11, One (1) 1994Heins, Spin, Trimmer, S/N 4438-05, Asset #826, with Horizontal Bottle Counting	
			Conveyor 12"W x 2'L; with Intralox Belt, Asset #136	
			Item#11, One (1), 4' x 4' x10'H, Pack Bin, with A Light Table	
			Item#12, One (1) 1982 Bekum, BAE 10, Single-Sided, Blow Molding Machine, S/N 55645076, 60mm, 24	
			to 1; with Oil Cooled Extruder, with 2-Speed Gearbox; AC Drive; PLC; Heating Control; Moog 25-Point	
			Parison Programmer; Pre-Squeeze Knife; Auger Loader; and Transformer; (Not In Service At Time Of	
			Inspection; Replacing Bushings)	
			Item#12, One (1) Muller, S1/90-T-PE-1K, Triple, Mold Head, Asset #425, 90mm PE	
			Item#12, One (1), 16"W x 64"L, Stainless Steel, Conveyor, with Intralox Belt, Asset #75	
			Item#12, One (1), Power Belt, Conveyor, Asset #15, Flat to Incline Cleated Conveyor 2-Lane 12"W 6"W	
			x 24"L	
			Item#12, One (1), 4' x 4' x 2' H, Stainless Steel, Pack Bin, Asset #172	
			Item#12, One (1), 4' x 4' x 2', Stainless Steel, Pack Bin, Asset #805, with Light Table	
			Item#12, One (1) 1980 Bekum, BAE 1, Single-Sided, Blow Molding Machine, S/N WE0251.2, Asset #103,	
			50mm, 20 to 1, Oil Cooled Extruder; with 2-Speed Gearbox; AC Drive; Bekum 30 Point Parison	
			Programmer; Knife; and PLC; (Rebuilt 12/91 Heins, S/N 012087) with Transformer; (Machine Not In	
			Service; Missing Head)	
			Item#13, Two (2), Digital, Temperature Probe	
			Item#13, One (1) Mitutoyo, Vernier, Caliper	
			Item#13, One (1) Acculab, Digital, Electronic, Scale	
			Item#13, One (1), Analog, Scale	
			Item#13, One (1) Acculab, Vicon, Digital, Electronic, Scale	
			Item#13, One (1) Acculab, Vicon, Digital, Electronic, Scale	
			Item#13, One (1) Acculab, Vicon, Digital, Electronic, Scale	
			Item#13, One (1) Acculab, Vicon, Digital, Electronic, Scale	
			Item#13, One (1) 2006, Air, Moisture Analyzer	
			Item#14, One (1) Seajay, Trimmer/Reamer, Asset #34, Punch/Drill/Reamer; with Set-Up Jig	
			Item#14, One (1) Heins, Spin, Trimmer, Asset #827, with 2.5"W 6'L Flexlink Conveyor; and Heated	
			Blade	
			Item#14, One (1), 4' x 5', Stainless Steel,Pack Bin	
			Item#14, One (1) Seajay, Trimmer/Reamer, Asset #35, Punch/Drill/Reamer; with Set-Up Jig	

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EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			Item#14, One (1), Stainless Steel, Conveyor, Asset #18, Flat to Incline Conveyor with 18"W x 6'L Receiving Hopper, with Intralox Cleated Belt Item#14, One (1), 3' x 3' x 2'H, Pack Bin Item#14, One (1) Seajay, Trimmer/Reamer, Asset #36, Punch/Drill/Reamer; with Set-Up Jig Item#14, One (1) Heins, SP-2000, Spin, Trimmer, S/N 920490991, Asset #828, with 2.5"W x 6'L Flexlink Conveyor; and Heated Blade Item#14, One (1), Stainless Steel, Conveyor, Asset #17, Flat to Incline Conveyor with Receiving Hopper 16"W x 8'L, with Intralox Cleated Belt Item#14, One (1), 4' x 4' x 8'H, Stainless Steel, Pack Bin, Asset #187 Item#14, One (1), Conveyor, Asset #76, Flat to Incline Cleated Conveyor 12"W x 12'H to Granulator Item#15, Thirteen (13), Pack Stand, Asset #162 Item#15, Three (3) Peaulale, Miracle MW30, Water Conditioner, Water Softener Item#15, Three (3), Hydraulic, Pallet Jack Item#15, One (1) BAC, 130-Ton, Cooling Tower, Asset #190, (Located On Roof) Item#15, One (1) Cancoil Thermal, DACS048B05B001, 4-Coil, Cooling Tower, S/N 349608, Asset #191 Item#15, One (1) 1986 Advantage Energy Group, NCC-30W-41SRX, 30 Ton, Water Cooled, Chiller, S/N 121274, Asset #864, with Pumps Item#15, One (1), 4' x 7' x 6', Chilled Water, Cooling Tower, Insulated Stainless Tank; with (5) Pumps; and Belwood Electric Cooling Tower Panel, S/N 25401-1 Item#15, One (1) Hayward, Sand, Filter Item#15, One (1) AEC, 15 Ton, Air Cooled, Chiller, with Tank Set Item#15, One (1) 1997 Atlas Copco, GA30, 40 hp, Air Cooled, Rotary Screw, Air Compressor, S/N AII313770, Asset #815 #3, with Elektronikon PLC Item#15, One (1) 1997 Atlas Copco, GA37, 50 hp, Air Cooled, Rotary Screw, Air Compressor, S/N AII325573, Asset #816 #2, Soundproofed Item#15, One (1) 2002 Atlas Copco, GA55FF, 75 hp, Soundproof Air Cooled, Rotary Screw, Air Compressor, S/N A11475977, Asset #829 #1, with Elektronikon PLC Item#15, One (1) 2000 Atlas Copco, ES100, Compressor, Controller, S/N ES0238003, Central Air Compressor Sequence Controller Item#15, One (1) Beko, HT06, Oil/Water, Separator, S/N 314114, with (2) CompAir Filters Item#15, One (1) Pioneer, Compressed, Air Dryer, Asset #194 Item#15, One (1), 2'D x 6'H, Air, Tank, Asset #193 Item#15, One (1) Hydro Thermal, HTMP35, Room, Dehumidifier, Asset	

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EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			#822, 35 Item#15, One (1) Cousins, LP 2100X, Stretch Wrap Machine, S/N 12809-2XL-8189, Asset #857, with 57" Rotary Table Item#15, One (1) Roach, 14"W x 10'H, Conveyor, Asset #13, Cleated Belt Conveyor; with Infeed Hopper Item#15, One (1) 2002 Lectro-Treat, 12" Bulk, 3-D Plastic Surface, Treater, S/N 209230-537, Asset #98 Item#15, One (1), 4' x 4' x 2'H, Stainless Steel, Pack Bin, Asset #186 Item#15, One (1), Conveyor, Bottle Counting Item#15, One (1) Supertape, Corrugated, Box, Taper, Asset #813 Item#15, One (1) Internet Packaging, 7000FC, Corrugated, Box, Taper, S/N 30461507, Asset #100, , Super Taper #2; (Not In Service; Not Operational) Item#15, One (1) InkCups Now, ICN 2200, 2-Head, Pad, Printer, S/N PO410M61, Asset #859 Item#15, One (1) Spiroflux, Gaylord, Filling Station, Hopper Loader Mounted Item#15, One (1), 56U-RAI, Vacuum, Pump, Asset #141 #2, with 10 hp Motor Item#15, One (1), 56U-RAI,Vacuum, Pump, Asset #142 #1, with 10 hp Motor Item#15, One (1) Hamilton, Central System, Filter Item#15, One (1) Nucon, 12-Station, Control Panel, Central System, Asset #197, Central Resin System; with PLC Controls Item#15, One (1) 1988 Clemmer, 12'D x 40'H, Silo, Asset #189, Job #CS716, DWG #TD4973 Item#15, One (1) Viscount, SD2N100-600-60, 100-kva, Capacitor, S/N 2952, Asset #823 Item#15, One (1) Yale, GLC050RCJUAE083, 5,000-Lb, LP Gas, Lift Truck, S/N Y429154, Asset #812, 190" Max Lift, 3-Stage Mast; with Case Clamp, 32" Opening Item#15, One (1) 2008Yale, GLC040SVXNUSE083, 3,200-Lb., LP Gas, Lift Truck, S/N C809V04416F, 187" Max Lift, 3-Stage Mast, Solid Tire; with Side Shift Item#15, One (1) Schaeff, W40E, 3,750-Lb., 3-Wheel Stand-Up, Electric, Lift Truck, S/N W40SRS204C1, 3-Stage Mast; with Side Shift; and Battery Charger Item#15, One (1), Plastic Scrap, Bin Item#15, One (1), Aluminum, Dock Plate Item#16, Fourty-eight (48), Pallet, Rack, Asset #861, 42" x 16' Upright Item#16, Thirteen (13), Tool Cabinet, Asset #201, Each with Vise Item#16, One (1) Delta, 8", Bench, Grinder, S/N 23-840, Asset #798 Item#16, One (1) Clausing Colchester, 15", 15" Swing, Lathe, , Asset #799, 6' Bed, 2" Spindle Bore Item#16, One (1) Standard-Modern, Type 10LD, 10" Swing, Lathe, Asset	

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SCHEDULE A
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EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			#800	
			Item#16, One (1) Bridgeport, Vertical, Turret, Milling Machine, S/N JB12730, Asset #801, 1, 9" x 42"	
			Power Feed Table; with Mitutoyo Digital Readout	
			Item#16, One (1) 1996 Westward, RDM270F, Floor-Type, Drill Press, S/N 92844, Asset #803, 1	
			Item#16, One (1) Jet, No. 3, Manual, Arbor, Press, Asset #804	
			Item#16, One (1) Power Fist, Sand Blast Cabinet, with Beam Vacuum	
			Item#16, One (1) 2008 Lincoln Electric, Powermig 225C, Welder, S/N U1080310862, with Cart	
			Item#16, One (1) 2008RTC, RTC690, 6" x 9", Belt/Disc, Sander	
			Item#16, One (1), 20-Ton, Hydraulic, Press	
			Item#16, One (1), Gasoline Powered, Pressure Washer, S/N 9705068	
			Item#16, One (1) Power Fist, 20-Gallon, Parts, Washer	
			Item#16, One (1) Wilton, 3410, 7" x 12", Metal Horizontal/Vertical, Band Saw, S/N 50610081	
			Item#16, One (1) Rival, High Heat, Oven	
			Item#16, One (1), Lot of Miscellaneous Equipment, To Include: Roller; Dollies; Chains; Slings; Jacks;	
			Workbenches; Assorted Chain Falls; Assorted Fans; Ladders; Folding Stepladders; Cleaning Carts; Mold	
			Carts; Hand Tools; Assorted Racks; etc.	
			Item#17, Five (5), 9"W x 36"L, Bottle, Conveyor, Asset #131, Bottle Counting Conveyor Each with	
			Introlux Belt	
			Item#17, Two (2) Prothermax, Vacu-Bin, Plastic Resin Regrind, Bin	
			Item#17, Two (2), 14"W x 12'L, Power Belt, Conveyor	
			Item#17, One (1) MCS, Single-Head, Leak Tester, Asset #844, with SKF U-Shaped Bottle Conveyor	
			Item#17, One (1) 1994Heins, Leak Tester, Asset #834, Mounted on U-Shaped Bottle Conveyor	
			Item#17, One (1) Cassco, 6" x 6", Hot, Stamper, S/N 9881, with Solid State Controls	
			Item#17, One (1) Makita, LS10040, Spin, Cut-Off, Saw	
			Item#17, One (1) 2007Amsler, Spin, Trimmer, S/N 7041, Asset #839, Mounted On A Conveyor, 4.5"W x	
			12'L; with (1) 90° Turn Heated Blade	
			Item#17, One (1) Heins, SP-2000, 2-Ststion, Flame, Trimmer, S/N 2657, with Flow Through 3.5"W x 4'L	
			Conveyor	
			Item#17, One (1) Rapistan, 21"W x7'L, Roller, Conveyor, Asset #133	
			Item#17, One (1), 16' x 4', Stainless Steel, Conveyor, Asset #68	
			Item#17, One (1), 4' x 4' x 4'H, Stainless Steel, Pack Bin	
			Item#17, One (1), Cement, Mixer, (Used To Mix Resin)	
			Item#19, One (1) 2005 Bekum, BM 304-SE, Single-Sided, Blow Molding Machine, S/N 4.025, Asset #117,	
			70mm, 24:1; with Fan Cooled Extruder; AC Drive; Barber Colman	

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EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			Eurotherm MACO 6500 PLC, with Parison Programmer and Heating Controls; Pre-Squeeze Knife; and Bosch Hydraulics, with (1) Hopper Loader, and Transformer	
			Item#19, One (1) 2005Muller, S3/35-100 TPVC-1K, Triple, Mold Head, Asset #420, 100mm Centers PVC	
			Item#19, One (1) Summit, H11012AJ2, 6' x 18"W x 5'H, Stainless Steel Flat, Conveyor, S/N 60302, Asset #74, Incline, Cleated Introlux	
			Item#19, One (1) SKF, 3.5"W x 20'L, Bottle, Conveyor, 90° Turn	
			Item#19, One (1) Blow Moulding Controls, QT10MK2, Single-Head, Leak Tester, Asset #70, Mounted On A Bottle Conveyor	
			Item#19, One (1) 2003 Delta Engineering, DB100, Automatic, Bagging Machine, S/N 03/0064, Asset #118, Adjustable Width From 400 - 650mm, Length Adjustable From 200 - 600mm	
			Item#19, One (1) 2005 Delta Engineering, WBL 100, Heat Shrink, Tunnel, S/N 05/0010, 23" x 50" Opening; with 48" Mesh Belt	
			Item#19, One (1) Roach, 20"W x 8'L, Power Roller, Conveyor	
			Item#19, One (1) Custom Built, 23" x 42", Inspection, Light Table	
			Item#19, One (1) Nucon, Pneumatic Gaylord, Tilter, Asset #140	
			Item#20, One (1) 1999 Uniloy B&M, BW3000EC, Blow Molding Machine, S/N 27281000M, 70mm, 24:1; with Oil Cooled Extruder; AC Drive; BR PLC, with Parison Programmer, and Heating Controls, Pre-Squeeze Knife; Bosch Hydraulics, with (1) Hopper Loader; and Transformer	
			Item#20, One (1) Heins, 2PV45-160, Dual, Mold Head, 160mm Center PE	
			Item#20, One (1), 240W x 5'L, Stainless Steel Horizontal, Conveyor, with Introlux Belt	
			Item#20, One (1) P1 Tech, 2" Flat x 2"W x 6'L, Stainless Steel, Conveyor, Asset #12, Flat to Incline, Cleated Plastic Belt	
			Item#20, One (1) SKF, 3.5"W x 20'L, Bottle, Conveyor, 90° Turn	
			Item#20, One (1) 2004 Heins, SPT-2000, Spin, Trimmer, S/N 1202070, Asset #837, Heated Blade	
			Item#20, One (1) 2006Amsler, LT-9010V3, Single-Head, Leak Tester, S/N 06B1V004, Asset #200	
			Item#20, One (1) 2007 Delta Engineering, DB100, Automatic, Bagging Machine, S/N 07/0080, Asset #120, Adjustable Width From 400 - 650mm, Length Adjustable From 200 - 600mm	
			Item#20, One (1) 2007Delta Engineering, WBL 100, Heat Shrink, Tunnel, S/N 07/0081, 50" x 23" Opening; with 48" Mesh Conveyor	

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SCHEDULE A

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EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			Item#20, One (1) IMS, Pneumatic Gaylord, Tilter, Asset #140 Item#20, One (1) Roach, 15"W x 8'L, Power Roller, Conveyor Item#20, One (1) Custom Built, 23" x 42", Inspection, Light Table Item#20, One (1) Hytrol, 18"W x 12L', Conveyor, , Asset #10, , Inclined Cleated Rubber Belt Item#20, One (1) Custom Built, 48" x 60", Inspection, Light Table Item#20, One (1) 2010 Amcor, Plasma Cool PLM100E, Air Conditioner, Asset #856 Item#21, One (1) 2008 Uniloy Milacron, UMS-12S, Single-Sided Shuttle, Blow Molding Machine, S/N 37021100E, Asset #102, 70mm, 24:1; with Oil Cooled Extruder; AC Drive; BR PLC, with Parison Programmer, and Heating Controls; Presqueeze Knife; Rexroth Hydraulics; Hopper Loader; and Transformer Item#21, One (1) 2006 Muller, S3/35-100 TPVC-1K, Triple, Mold Head, 100mm Item#21, One (1) 2008 Schuma, Pro-WA-P-MSP, 12"W x 13'L, Conveyor, S/N 37835-08, Flat To Incline, Cleated Conveyor with Mesutronic Model Metron 03 Metal Detector Item#21, One (1) SKF, 3.5"W x 20'L, Bottle, Conveyor, 90° Turn Item#21, One (1) 1994 Heins, SP-9006, Spin, Trimmer, S/N 4438-10, Asset #198, Heated Blade Item#21, One (1) Blow Moulding Controls, QT 10MK2, Single-Head, Leak Tester, Asset #831 Item#21, One (1) 2008 Delta Engineering, DB110, Automatic, Bagging Machine, S/N 07/0225, Asset #146, Adjustable Width From 600 - 800mm, Length Adjustable from 200 - 700mm Item#21, One (1) 2008 Delta Engineering, WEL 100, Heat Shrink, Tunnel, S/N 07/0226, 23" x 50" Opening; with 48" Mesh Conveyor Item#21, One (1) 2008 AEC, 162087Q, Pneumatic Gaylord, Tilter, S/N 80880069-1-1 Item#21, One (1), 21"W x 68"L, Flat Belt, Conveyor Item#21, One (1) Custom Built, 23" x 42", Inspection, Light Table Item#21, One (1) Amcor, Plasma Cool, Dehumidifier, Air Conditioner, Asset #856 Item#22, One (1) 2008 Uniloy Milacron, UMS 12S, Single-Sided Shuttle, Blow Molding Machine, S/N 38120200E, Asset #150, 70mm, 24:1; with Oil Cooled Extruder; AC Drive; BR PLC, with Parison Programmer, and Heating Controls; Presqueeze Knife; Rexroth Hydraulics; Machine Runs HDPE PP; Hopper Loader; and Transformer Item#22, One (1) 2006 Muller, S3-35-100 T PVC-1K, Triple, Mold Head, Asset #423, 100mm Centers	

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EQUIPMENT

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			PVC; with View Stripe; Extruder, with DC Drive; and Control Panel Item#22, One (1) 2008 Schuma, PRO-WA-P-MSP-2600/1500/300/S25, Conveyor, S/N 3867-08, Flat to Incline, Cleated, 6' Flat x 12"W x 10'L; with Mesutronic Model Metron 03 Metal Detector Item#22, One (1) SKF, 3.5'W x 20'L, Bottle, Conveyor, Asset #10, 90° Turn Item#22, One (1) Heins, Spin, Trimmer, Asset #830, Heated Blade Item#22, One (1) 2007 Amsler, LT-9010V3, Single-Head, Leak Tester, S/N 67B1U004, Asset #199 Item#22, One (1) 2008 Delta Engineering, DB110, Automatic, Bagging Machine, S/N 08/0024, Asset #120, Adjustable Width From 400 - 650mm, Length Adjustable From 200 - 600mm Item#22, One (1) 2008 Delta Engineering, WEL 100, Heat Shrink, Tunnel, S/N 08/0025, 23" x 50" Opening; with 48" Mesh Conveyor Item#22, One (1) Phoenix, 20.5"W x 80"L, Conveyor, Incline Roller Item#22, One (1) 1988 Lectro-Treat, 12" Bulk, Plasma Discharge, Treater, S/N 883220-227, Asset #145, with 13" Plastic Cleated Belt Conveyor; Cargocaire Model Honeycombe Dehumidifier; and Hooper Infeed; (Not In Service) Item#22, One (1) 2008 AEC, 162057Q, Pneumatic Gaylord, Tilter, S/N 8088069-1-3 Item#22, One (1), 5' x 6', Wood, Pack Bin Item#22, One (1) Custom Built, 23" x 42", Inspection, Light Table Item#22, One (1) Phoenix, 20.5"W x 80"L, Roller, Conveyor Item#22, One (1) 2010Amcor, Plasma Cool PLM100E, Air Conditioner, , Asset #856 Item#23, One (1) 2007 Uniloy Milacron, UMS 12S, Single-Sided Shuttle, Blow Molding Machine, S/N 37030400, Asset #119, 70mm, 24:1; with Oil Cooled Extruder; AC Drive; BR PLC, with Parison Programmer, and Heating Controls; Presqueeze Knife; Rexroth Hydraulics; Hopper Loader; and Transformer Item#23, One (1) Bekum, Triple, Mold Head, S/N 104162-046, Asset #427 Item#23, One (1) 2007Schuma, 12"W x 8'L, Horizontal, Conveyor, with Intralox Conveyor Belt Item#23, One (1) SKF, 3.5"W x 20'L, Bottle, Conveyor, 90° Turn Item#23, One (1) MCS, Single-Head, Leak Tester, Asset #843, Mounted on Bottle Conveyor Item#23, One (1) 2007 Delta Engineering, DB110, Automatic, Bagging Machine, S/N 07/0202, Asset #148, Adjustable Width From 600 - 800mm, Length Adjustable from 200 - 700mm Item#23, One (1) 2007 Delta Engineering, WEL 100, Heat Shrink, Tunnel,	

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EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			S/N 07/0203, 23" x 50" Opening; with 48" Mesh Conveyor Item#23, One (1) 2007 Farragtech, Card 850L, Hopper Dryer, S/N 2-10095-0707, Asset #144, For PET Resin; with Hopper Loader Item#23, One (1), 15"W x 102"L, Gravity, Roller, Conveyor Item#23, One (1) Custom Built, 23" x 42", Inspection, Light Table Item#23, One (1) 2010 Amcor, Plasma Cool PLM100E, Air Conditioner, S/N 09100894R, Asset #856 Item#23, One (1) Hamilton, Gaylord, Tilter, S/N 2869 Item#24, One (1) Acculab, Vicon, Digital, Scale, Asset #326 Item#24, One (1) Mars, MS-1200, 1200G/.1G, Digital, ScaleAsset #327 Item#24, One (1) Panametrics, 8000, Half Effect Thickness, Gauge, S/N 96249106, Asset #325, with Probe Item#24, One (1), 12" x 18" x 3", Marble, Surface Plate, Asset #321 Item#24, One (1) Mitutoyo, 24", Electronic Vernier, Height Gauge, Asset #322 Item#24, One (1) Secure Pak, Digital Cap, Torque Tester, S/N D2272, Asset #907 Item#25, Three (3) Lift-Rite, Pallet Jack Item#25, One (1) 1989Berg, AS30-2, 30-Ton, Air Cooled, Chiller, S/N A3538-1089, Asset #814, with Pump Tank Set Item#25, One (1) AEC Whitlock, Vacuum Pump, S/N 87E966, with Whitlock Model A Filter Item#25, One (1) Mould-Tek, 12-Station, Control Panel, Central System, Asset #22 Item#25, One (1) Yale, GLC040ADJUAE083, 4,000-Lb., , LP Gas, Lift Truck, S/N BR0105, , , 186" Max Lift, 3-Stage Mast, Solid Tire; with Side Shift Item#25, One (1) NSS, Wrangler 2016, 20", Walk-Behind, Floor Cleaner, S/N 237070A, with Lestronic Battery Charger Item#25, One (1) Mobile Lift, E60SA, 1,500-Lb., Electric, Lift, S/N 10033, with Battery Charger Item#25, One (1) Cousins, LP 2100X, Stretch Wrap Machine, S/N 270308-2XL-7600, Asset #845, with Turntable Item#25, One (1) Culligan, Water Softener Item#26, Thirty-nine (39), 70"H x 20"D x 38"L, Mold, Shelf Item#26, Sixteen (16), Pallet, Rack Item#26, One (1) 1987 Toolex, DM30, Drill Press, S/N 27, Asset #802 Item#26, One (1) 1999 Lincoln Electric, Square TIG 175, Tig, Welder, S/N U1990212625, Asset #159 Item#26, One (1), Polisher, Variable Speed Lathe Head For Cleaning Head Tooling	

RS

GE Capital

SCHEDULE A

No: 150011640074

This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150011640074 executed at Orangeville in the province of Ontario, this 27th day of June 2011.

EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			Item#26, One (1) Valley, 20-Gallon, Parts, Washer Item#26, One (1) Karcher, Power Washer, (Currently Being Installed) Item#26, One (1), Mechanical Mould, Lift, Asset #195 Item#27, Two (2) Hesta, B40, Motor, Blow Molding Machine, S/N 4030-517-521; 80-40425-422, Asset #1983; 1980, (Dismantled; In Pieces) Item#27, One (1) Sullair, 24KT, Rotary Screw, Air Compressor, (Not In Service) Item#27, One (1), 2'D x 5'L, Air, Tank Item#27, One (1), 4' x 4' x 4'H, Stainless Steel Pack, Bin Item#27, One (1) Erico, PD-RC12-2, 12"W x 10'H, Incline Cleated, Conveyor, S/N 343, Asset #14 Item#27, One (1) 1979 Hesta, B33, Motor, Blow Molding Machine, S/N 79-33680-679, (Dismantled; In Pieces) Item#28, One (1) Spiroflux, 3-Component, Blender, , Asset #89, with Hopper Loader Item#28, One (1) Spiroflux, 3-Component, Blender, , Asset #82, with Hopper Loader Item#28, One (1) Spiroflux, 3-Component, Blender, , Asset #81, with Hopper Loader Item#28, One (1) Spiroflux, 3-Component, Blender, , Asset #84, with Hopper Loader Item#28, One (1) Maguire, WSB, 3-Component, Blender, Asset #92, with (2) Hopper Loaders Item#28, One (1) Maguire, WSB, 3-Component, Blender, S/N 81825, Asset #77, with (2) Hopper Loaders Item#28, One (1) Maguire, WSB, 3-Component, Blender, S/N 80126, Asset #78, with (2) Hopper Loaders Item#28, One (1) Maguire, WSB, 3-Component, Blender, S/N 81590, Asset #79, with (2) Hopper Loaders Item#28, One (1) Maguire, WSB, 3-Component, Blender, Asset #80, with (2) Hopper Loaders Item#28, One (1) Spiroflux, 3-Component, Blender, Asset #89, with Hopper Loader Item#28, One (1) Spiroflux, 3-Component, Blender, Asset #86, with Hopper Loader Item#28, One (1) Spiroflux, 3-Component, Blender, Asset #90, with (2) Hopper Loaders; and Magelis PLC Item#28, One (1) Maguire, WSB 940, Weigh Scale, Blender, S/N 80873, Asset #94, with (2) Hopper Loaders Item#28, One (1) Conair, SLJ2SRF35R, 2-Component, Blender, S/N	

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GE Capital

SCHEDULE A

No: 150011640074

This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150011640074 executed at Orangeville in the province of Ontario, this 27th day of June 2011.

EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			2B1016, Asset #85, with Hopper Loader	
			Item#28, One (1) Maguire, WSB-3, 3-Component, Weigh Scale, Blender, S/N 80124-B, with Hopper Loader, Asset #143	
			Item#28, One (1) Maguire, WSB 980, 3-Component, Blender, S/N 81234, Asset #93, with Hopper Loader	
			Item#28, One (1) Spiroflux, 3-Component, Blender, Asset #87, with Hopper Loader	
			Item#28, One (1) Maguire, WSB 220, Weigh Scale, Blender, S/N 90441, (Not In Service)	
			Item#29, One (1) Regloplas, 150 KL, Oil, Temperature Controller, Asset #53	
			Item#29, One (1) Regloplas, 150, Oil, Temperature Controller, Asset #51	
			Item#29, One (1) Regloplas, 150 ST, Oil, Temperature Controller, Asset #46	
			Item#29, One (1) Regloplas, 150 ST, Oil, Temperature Controller, S/N 105728, Asset #43	
			Item#29, One (1) Regloplas, 150 ST, Oil, Temperature Controller, Asset #57	
			Item#29, One (1) Regloplas, 150 KL, Oil, Temperature Controller	
			Item#29, One (1) Regloplas, Oil, Temperature Controller	
			Item#29, One (1) Regloplas, 150 ST, Oil, Temperature Controller, Asset #45	
			Item#29, One (1) 2006 Muller, Portable, Temperature Controller, S/N 18391, Asset #88, , (Not In Service)	
			Item#29, One (1) Regloplas, 150 ST, Oil, Temperature Controller, S/N 105729, Asset #44, , (Not In Service)	
			Item#29, One (1) Regloplas, 150 ST, Oil, Temperature Controller, S/N 105730, Asset #47, , (Not In Service)	
			Item#29, One (1) Sterlco, F6016MX, Oil, Temperature Controller, S/N 67670, Asset #48, ,	
			Item#29, One (1) Regloplas, 150 ST, Oil, Temperature Controller, Asset #41	
			Item#29, One (1) Advantage, H50-030C-51D2X, Oil, Temperature Controller, S/N 25681, Asset #49	
			Item#30, One (1) Ball & Jewell, 10" x 12", Soundproofed, Granulator, Asset #29	
			Item#30, One (1) Rapid, 1812K, 18" x 12", Soundproofed, Granulator, S/N 100873, Asset #28, with Blower/Cyclone	
			Item#30, One (1) Ball & Jewell, CG812-SCSX, 8" x 12", Soundproofed, Granulator, S/N 33675, Asset	

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GE Capital

SCHEDULE A

No: 150011640074

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EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			#24, with Blower/Cyclone Item#30, One (1) Foremost, C01410, 12" x 12", Soundproofed, , Granulator, S/N 24368, Asset #21, with Blower/Cyclone Item#30, One (1) Ball & Jewell, CG812-SCSX, 8" x 12", Soundproofed, Granulator, S/N 7624-156223, Asset #25, with Blower/Cyclone Item#30, One (1) Cumberland, 3KN, 8" x 12", Soundproofed, Granulator, S/N 7215086610, Asset #56, with Blower/Cyclone Item#30, One (1) Cumberland, 3KN, 8" x 12", Soundproofed, Granulator, S/N 47500-87002, Asset #19, with Blower/Cyclone Item#30, One (1), 7" x 11", Soundproofed, . Granulator, Asset #30, with Blower/Cyclone; and Auger Infeed Item#30, One (1) Ball & Jewell, CG812-SCSX, 8" x 12", Soundproofed, Granulator, S/N 7264-156223, Asset #27, with Blower/Cyclone Item#30, One (1) Rapid, 1012K, 10" x 12", Soundproofed, Granulator, S/N 100855 Item#30, One (1) Nelmor, 2407, 10" x 12", Soundproofed, Granulator, S/N 1200, Asset #31, 10, with Blower/Cyclone; and Gayloid Loading Station Item#30, One (1) Ball & Jewell, CG812, 8" x 12", Soundproofed, Granulator, S/N 26945, Asset #26, , with Blower; (Not In Service) Item#30, One (1) 2005 Wittmann, SJ918, 12" x 14", Soundproofed, Granulator, S/N 9641, Asset #96, 6, with Blower/Cyclone Item#30, One (1) Cumberland, 2U GRAN 3KN, 12" x 12", Soundproofed, Granulator, S/N 225692-7530, with Blower/Cyclone Item#30, One (1) 2008 Wittmann, SID 2014, 20"" x 14", Soundproofed, Granulator, 5, with Blower/Cyclone Item#30, One (1) Ball & Jewell, HAF-812-SC, 10" x 16", Soundproofed, Granulator, S/N 899-C-2411, Asset #54, 1, with Blower/Cyclone Item#30, One (1) Ball & Jewell, HAF-812-SCSX, 8" x 12", Soundproofed, Granulator, S/N 7586-153016, Asset #55, 10, with Blower/Cyclone Item#30, One (1) Foremost, HD6, 14" x 18", Soundproofed, Granulator, , Asset #20, 10, with Blower/Cyclone Item#30, One (1) Ball & Jewell, CG 812 SCSX, 8" x 12", Soundproofed, Granulator, S/N 7621-156223,	

GE Capital

SCHEDULE A

No: 150011640074

This SCHEDULE A is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150011640074 executed at Orangeville in the province of Ontario, this 27th day of June 2011.

EQUIPMENT

UNITS	MODEL	YEAR	DESCRIPTION	SERIAL Nos.
			Asset #24, 7.5 Item#30, One (1) 2003 Wittmann, SJD 2014, 20"" x 14", Soundproofed, Granulator, S/N SJD 2014- 08552, Asset #39, 3, with Blower/Cyclone Item#30, One (1) 2005 Wittmann, SJ918, 12" x 14", Soundproofed, Granulator, S/N 9640, Asset #97, 6, with Blower/Cyclone Item#30, One (1) 1993 Ball & Jewell, CS-812 SCSY, 8" x 12", Soundproofed, Granulator, Asset #22, with Blower/Cyclone Item#30, One (1), 10" x 12", Soundproofed, Granulator, Asset #38, 7.5, with Blower/Cyclone Item#31, Four (4) Milacron/Beloun, Spare Feed, Screw Item#31, Two (2) Beloun, Cold Cutting Presqueeze, Knife Item#31, One (1) Heins, Dual, Mold Head, Adjustable Centers Item#31, One (1) Fischer, Dual, Mold Head Item#31, One (1) Beloun, BKD 41, Single, Mold Head Item#31, One (1) Beloun, BKD 51, Single, Mold Head Item#31, One (1) Heins, Triple, Mold Head, 62.5mm Moeller Copy Item#31, One (1) Beloun, BKD 41, Dual, Mold Head Item#31, One (1) Heins, Dual Adjustable Center, Mold Head Item#31, One (1) Heins, Dual, Mold Head Item#31, One (1), Head Stand, (For Moving And Storing Heads) Item#31, One (1), Head Cleaning Station, with Electrical Panel; and Wire and Mechanical Harness to Hold Heads Item#31, One (1) 2004 Muller, S2/90-160T, Triple, Mold Head, S/N 15479, Asset #422, 160mm Center PVC Item#31, One (1) Muller, S3-35/100-T-PVC-1K, Triple, Mold Head, Asset #424, 100mm Adjustable to 125mm Item#31, One (1) Beloun, 3 BKD 40, Triple, Mold Head, 100mm Centers	

IMBC Blowmolding Inc. ("CLIENT")

By: X _____ President

SIGNATURE OF AUTHORIZED OFFICERS — TITLE

GE Canada Equipment Financing G.P. ("LENDER")

By: _____ AVP

SIGNATURE OF AUTHORIZED OFFICERS — TITLE

GE 14133W E (12-95)

15/15

GE Capital

SCHEDULE B

No: 150011640074

This SCHEDULE B is an integral part of the EQUIPMENT LOAN AND SECURITY AGREEMENT No. 150011640074 executed at Orangeville in the province of Ontario, this 27th day of June 2011.

ADDITIONAL PROVISIONS

Section 5.2 is amended by adding the following at the end of the first sentence:

", and permitted Liens set out in Schedule B."

Section 11 is amended by adding the following at the end of the sentence:

", except permitted Liens set out in Schedule B."

Section 17 is amended by adding "reasonable" in between "including" and "legal"

The permitted liens are the following (Sections 5.2 and 11 as amended):

Security granted in favor of Bank of Montreal pursuant to a General Security Agreement recorded in Ontario under PPSA File Number 605227527 and registration numbers 20040505 1431 1862 4716, and 20090318 1451 1530 7878.

TRANSACTION FEE

Client agrees to pay a transaction fee of CAD $ 8,500.00 upon signature hereof.

INTEREST RATE (CAD SWAP)

The Financed Amount will bear interest at an annual rate equal to 520 basis points above the ask rate for a 3 year CA dollar fixed interest rate swap compounded semi-annually as indicated on the Thomson Reuters Interest Rate Spread Quick Chart CADSB3CB3Y=RR published on the Reuters 3000 Xtra Hosted Terminal Platform for the Friday preceding the disbursement date. This rate shall remain fixed for the entire term of this Agreement. For ease of reference only, Thomson Reuters makes available on the GE web site (www.gecapitalsolutions.ca) a table setting forth such 3 year CA dollar rate for the dates indicated in the table, it being understood that such rates are made available for information purposes only and should not at any time be considered the official reference rates. For indication purposes only, the applicable 3 year swap rate today is 1.803%, plus 520 bps, resulting in a fixed interest rate of 7.003%. The Instalments and the Financing Rate on the signature page of this Agreement are for indication purposes only.

PRICING ADJUSTMENT

In order to preserve the Lender's net economic return, Lender in its sole discretion may adjust the pricing at any time prior to disbursement to reflect: (1) changes in the pricing assumptions of this Agreement; (2) a change in the Lender's funding index rate; (3) tax law changes applicable to the Client; and (4) general market conditions.

NOMINEE FOR REGISTRATION OF FIXTURE NOTICE

Client acknowledges that a fixture notice may be registered under the name of a nominee for Lender and confirms that such fixture notice and the related security interest shall be effective and enforceable against Client and shall secure the Obligations with the same force and effect as if such fixture notice was registered directly under the name of Lender.

I M B C Bluewedding Inc.

By: X _____ President

("CLIENT")

SIGNATURE OF AUTHORIZED OFFICERS TITLE

GE Canada Equipment Financing G.P.

By: _____ AM

("LENDER")

SIGNATURE OF AUTHORIZED OFFICERS TITLE

GE 14133W E (12-95)

1/1

GE Capital

EQUIPMENT LOAN AND SECURITY AGREEMENT

1. ***Interpretation***

1.1 For the purpose of this Agreement:

(a) "Accrued Liability" at any time means the amount equal to the sum of the Financed Amount, any Prepayment Bonus and all other amounts then payable hereunder, including without limitation, any Overdue Payment and accrued interest.

(b) "Affiliate" means in respect of a person, a person or persons that, directly or indirectly through one or more intermediaries, control, are controlled by, or are under common control with, such person, and for the purposes of this definition, "control" means the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting securities or otherwise, and "person" means an individual, corporation, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative.

(c) "Agreement" means this Equipment Loan and Security Agreement and any applicable schedules hereto, unless the context otherwise requires, and "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement.

(d) "business day" means a day when the office of Lender at the address stated on the face hereof is open for business.

(e) "Claims" has the meaning assigned in Section 16.

(f) "control" has the meaning attributed to it in the *Canada Business Corporations Act*.

(g) "Client" means the client of Lender stated on the face hereof.

(h) "Conversion Rate" means the rate, expressed in CAD for the purchase of one US dollar, determined by adding 0.0050 CAD/USD to the highest rate which appears on the Bloomberg CAD GIT Page between 7 AM and 5 PM (EST).

(i) "Costs of Disposition" means all costs, disbursements, fees, commissions and other expenses (including legal fees and expenses) which Lender may incur, pay or be liable for in connection with recovering possession of, dismantling, removing, transporting, repairing, processing, reconditioning, storing, selling, leasing or otherwise disposing of Equipment.

(j) "Default" means any of those events or circumstances specified in Section 13.

(k) "Equipment" means the items of personal property described on the face hereof and, when required by the context, individual items thereof.

(l) "Equities" means existing or future rights of counterclaim, defence, set-off, compensation, abatement or offset, legal or equitable.

(m) "Financed Amount" means the amount stated as such on the face hereof owing by Client to Lender or the unpaid outstanding balance thereof, as the context requires.

(n) "Financing Rate" means the rate per annum stated as such on the face hereof.

(o) "Instalments" means the periodic repayment instalments of the Financed Amount, together with interest calculated at the Financing Rate as provided on the face hereof, such instalments stated on the face hereof.

(p) "Lender" means the Lender stated on the face hereof.

(q) "Lien" means any lien, privilege, mortgage, pledge, hypothec, charge, security interest, attachment, assignment, seizure, sequestration, distress, levy or other encumbrance of any nature or kind whatsoever.

(r) "Loss of Equipment" means:

(i) a total or constructive total loss of Equipment, or damage thereto, or theft thereof which, in the reasonable opinion of Lender, renders it impossible or impractical to use the Equipment for its intended purpose; or

(ii) expropriation or confiscation of Equipment by any authority absolutely or for more than 180 days.

(s) "Obligation" means any obligation by Client to pay any amount owing hereunder, including the Financed Amount, Overdue Payments and all other amounts owing hereunder, or to perform any other obligation of Client hereunder or which is secured hereunder.

(t) "Overdue Payment" means any amount owing by Client hereunder and any sum disbursed by Lender pursuant to Section 15 which is not paid when due hereunder, or any portion thereof.

(u) "person" means any natural person, corporation, firm, partnership, trust, sole proprietorship or governmental agency, authority or other entity, however constituted or designated.

(v) "Pledge" means to mortgage, charge, pledge, hypothecate, assign or grant a security interest and the security resulting therefrom and, as a noun, has the corresponding meaning.

(w) "Prepayment Bonus" means a prepayment bonus determined in accordance with Section 2.2.

(x) "Prime Rate" means the yearly rate of interest which National Bank of Canada announces from time to time in Canada as its prime lending rate which is a reference rate for demand loans in Canadian dollars to corporate borrowers.

(y) "Supplier" means any manufacturer, supplier, vendor of or dealer in Equipment or any other person from whom Client has acquired any of the Equipment.

(z) "Taxes" means any and all taxes, imposts, levies, fees, duties and charges imposed by any taxing authority on Lender, Client, the Equipment, its purchase, sale, ownership, security interest thereon, delivery, possession, operation or use including, without limitation, sales, excise, use, health services, property, goods and services, business transfer and value added taxes (including any penalties or interest based on late or non-payment), but excluding taxes imposed on or measured by Lender's overall net income.

(aa) "Warranties" means any and all warranties, guarantees, representations, service contracts, contracts to stock spare parts and similar agreements, oral or written, express, implied or statutory, relating to Equipment.

1.2 In this Agreement, unless the context otherwise requires, the singular includes the plural and vice-versa and words importing gender include each gender.

1.3 All references herein to statutes include the statute as it may be amended, restated or replaced with legislation of comparable effect.

1.4 Acts to be performed hereunder on non-business days shall be performed on the following business day.

2. ***Instalments***

2.1 Client hereby acknowledges that it has borrowed from Lender and is thereby, or has otherwise become, indebted to and agrees to repay to Lender, at the address of Lender stated on the face hereof or such other place notified by Lender to Client, the Financed Amount, together with interest thereon, by paying the Instalments stated on the face hereof. Unless otherwise stated, Instalments are due on the dates stated on the face hereof in each month, or other period (or the last day of the month, if there is no corresponding date), in arrears, throughout the term hereof. On the final Instalment date, Client shall pay Lender the outstanding balance of the Financed Amount, all accrued and unpaid interest thereon and all other amounts payable hereunder.

2.2 Client may at any time prepay the Financed Amount in whole or in part upon payment to Lender of a Prepayment Bonus determined as follows:

(a) if the Financing Rate is a variable rate based on Prime Rate, the bonus shall be three months' interest on the amount prepaid calculated at the Financing Rate in effect at the time of prepayment, or

(b) if the Financing Rate is a fixed rate, the bonus shall be either (i) three months' interest on the amount prepaid calculated at the Financing Rate (the "Minimum Bonus"), if the Financing Rate does not exceed the Prime Rate in effect at the time of prepayment ("Current Prime"), or (ii) the greater of (A) the Minimum Bonus or (B) the amount determined as the product of (x) the Financing Rate less Current Prime times (y) the amount prepaid times (z) the fraction of the number of days to elapse until the final Instalment date, disregarding prepayments, divided by 365, if the Financing Rate exceeds Current Prime.

Any portion of the Financed Amount prepaid shall be applied to the remaining Instalments in inverse order of maturity. No part of the Prepayment Bonus shall be applied in reduction of said remaining Instalments. If a Default or a Loss of Equipment occurs, the Prepayment Bonus shall also be payable by Client and shall be calculated by reference to the outstanding balance of the Financed Amount at the time of such Default or Loss of Equipment, as applicable.

3. ***Interest***

3.1 The Financed Amount shall bear interest from the date hereof until paid in full to Lender (as well before as after maturity, demand, Default or judgment) at the Financing Rate.

3.2 In addition to interest payable under Section 3.1, each Overdue Payment shall bear interest from the date due until paid in full to Lender (as well before as after demand, Default or judgment) at the rate of 12% per annum, calculated as specified in Section 3.3.

3.3 Interest payable hereunder shall accrue from day to day, be payable in arrears on each Instalment date and be computed upon the daily outstanding balance of the Financed Amount or Overdue Payment, as applicable, and shall be calculated on the basis of the number of days elapsed in a 365-day year. The yearly rate of interest to which each rate of interest expressed herein is equivalent is the product of (a) such rate times (b) the fraction of the number of days in the year divided by 365.

3.4 If the Financing Rate is a variable rate based on Prime Rate, a change in Prime Rate automatically changes the rate of interest payable hereunder to the same extent and in the same manner effective with the frequency stated on the face hereof. Lender shall not be obliged to notify Client of any such change, any right to notice being hereby irrevocably waived by Client.

4. ***Title, Ownership***

Title to, ownership of, and all property in Equipment shall remain with Client, but subject always to the security interests and other provisions hereof, and at Client's sole risk, until full payment in cash of all amounts repayable hereunder; prior to such payment, Client's rights therein are to quiet enjoyment and use on the terms and conditions of this Agreement so long as a Default has not occurred.

5. ***Security Interest and Warranties as to Equipment***

5.1 In consideration of the Loan, Client hereby mortgages, hypothecates, charges by way of a first fixed charge, and grants to Lender a continuing security interest (herein collectively called a "security interest") in Equipment and Pledges in favour of Lender all insurance claims and all proceeds (including proceeds of proceeds) therefrom with respect to any loss or damage to Equipment or any lease or rental of Equipment, all to secure repayment of the Financed Amount and other Obligations of Client.

5.2 Client represents and warrants to Lender that the Client has good and marketable title to Equipment, free and clear of all Liens, except for the security interests of Lender hereunder. Client agrees to comply with all Warranties accruing to the Client pertaining to Equipment; however, any failure by any vendor to Client of Equipment to comply with any Warranty shall not affect Client's Obligations to Lender hereunder.

6. ***Personal Property and Waivers***

6.1 Equipment shall at all times be and remain moveable personal property.

Notwithstanding any purpose for which Equipment may be used or that it may become affixed or attached to land or any structure thereon, Equipment shall remain subject to all rights of Lender hereunder as if it were not so affixed or attached.

6.2 Client agrees to obtain a waiver, if required by and in a form satisfactory to Lender, from any landlord, mortgagee, hypothecary creditor or other encumbrancer of the premises where Equipment is situated (and prior to its becoming affixed if it is to be affixed).

7. ***Maintenance, Use, Operation, Alterations, Upgrades, etc.***

7.1 Client shall at its own expense:

(a) maintain Equipment in good operating condition, repair and appearance, ordinary wear and tear only excepted;

(b) comply with all recommendations or requirements of Supplier regarding Equipment so as to preserve all Warranties; and

(c) at Lender's request, enter into a maintenance agreement for Equipment for the full term of this Agreement with Supplier or a competent service and maintenance agent approved by Lender.

7.2 Client shall not, without Lender's consent, make any alterations, additions, accessions or attachments to Equipment. Such consent will only be granted if such changes:

(a) do not materially decrease the value of Equipment or limit, interfere with or frustrate its intended use;

(b) do not prejudice or adversely affect any Warranties; and

(c) are free from, and do not subject Equipment to, any Lien.

7.3 All replacement parts and components, alterations, additions, accessions and attachments to Equipment shall automatically become subject to the security interests created hereby as soon as they are acquired by or on behalf of Client.

7.4 Client shall affix and keep affixed to Equipment any labels supplied by Lender identifying its security interests in Equipment.

8. ***Inspection***

Any representative of Lender shall have the right to inspect Equipment at all reasonable times upon notice to Client.

9. ***Insurance***

9.1 Client shall at its own expense place and maintain with insurers acceptable to Lender:

(a) comprehensive all risks insurance on Equipment for the greater of the Financed Amount or the full replacement value of the Equipment. Such insurance shall include: (i) a loss payable clause in favour of Lender and (ii) a waiver of subrogation clause in favour of Lender; and

(b) general public liability and property damage insurance with limits of liability at least equal to $1,000,000 or such greater amount as Lender may require. Such insurance shall extend to all liabilities of Client under this Agreement arising out of its use or possession of Equipment and to any potential vicarious liability of Lender as holder of security interests in Equipment created hereby.

9.2 All such policies of insurance shall be in place at the effective date of this Agreement and shall contain endorsements providing that: (a) 30 days' written notice shall be given to Lender before the policy lapses or is materially altered or cancelled; (b) the insurance shall be primary and not contributory; (c) Lender's interests therein shall not be invalidated or otherwise adversely affected by any act or omission, deliberate, negligent or otherwise, of Client or its agents, servants or employees (the so-called "standard mortgage clause"); (d) Lender shall not be responsible for payment of any premiums; and (e) Lender may elect to have all proceeds of loss payable only to itself.

9.3 Client shall supply Lender with certified copies of all insurance policies, endorsements or other evidence of the required coverage satisfactory to Lender within 30 days of the effective date of this Agreement and on request.

9.4 In the event of damage to any item of Equipment amounting to Loss of Equipment, Lender shall be entitled to receive immediate payment of the amount equal to the Accrued Liability with respect to such item of Equipment. Lender may retain any monies received from the insurance proceeds in an amount equal thereto, Client remaining liable for any deficiency.

10. ***Taxes, etc.***

Client shall have the sole responsibility for and shall duly and punctually pay all Taxes and all licence and similar fees payable at any time upon, or in respect of, Equipment, this Agreement and any payments or transactions contemplated hereunder.

11. ***Liens***

Client shall keep Equipment free of all Liens.

12. ***Laws and Regulations***

Client is and shall continue to be in compliance with all laws and regulations relating to use, operation or possession of Equipment or the security interests therein in favour of Lender, and those relating to the prevention of money laundering and terrorism.

13. ***Default***

It shall be a Default under this Agreement if:

(a) Client fails to pay any Instalment within 10 days after its due date;

(b) any representation or warranty of Client made herein or in any instrument or document delivered to Lender in connection herewith is false or materially incorrect or misleading;

(c) any insurance coverage required to be obtained and maintained by Client under this Agreement shall lapse, expire or be cancelled;

(d) Client defaults in any other Obligation, or in any obligation under any other agreement with Lender or any Affiliate of Lender and such default continues for 10 days after notice thereof by Lender or such Affiliate, as applicable, to Client;

(e) any act of bankruptcy takes place respecting Client, or any proceeding, petition or notice, voluntary or involuntary, is commenced, made, given or filed, as the case may be, by the Client or any other person, under any present or future statute or law relating to bankruptcy, insolvency or relief from or compromise or arrangement with creditors of Client;

(f) Client ceases or threatens to cease to carry on business or makes or proposes to make any sale of the whole or any substantial portion of its assets in bulk, or otherwise out of the normal course of business;

(g) any execution, sequestration, expropriation or similar process is brought or threatened, by way of notice or otherwise, against, or a distress or analogous process is levied upon the whole or any part of the property of Client or Equipment;

(h) any trustee, receiver, interim receiver, administrator, manager or similar official is appointed with respect to all or any part of the property, assets or undertaking of Client, whether pursuant to any private instrument or agreement or by order of any court;

(i) if ownership of or control and direction over the assets or undertaking of Client or the majority of its voting shares changes, by amalgamation, merger, sale, transfer of shares or otherwise, except pursuant to death of the shareholder, or Client passes any

resolution concerning any matter referred to in paragraph (e) or with respect to, or any proceedings, voluntary or involuntary, are commenced under, any present or future law relating to amalgamation, liquidation, winding-up or dissolution;

(j) an event occurs which, in the opinion of Lender, could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), business, operations, assets, liabilities or prospects of Client, Client's ability to perform any Obligation, or any obligation under any other agreement with Lender or any Affiliate of Lender, or on the rights and remedies of Lender thereunder, and continues for 10 days after notice thereof by Lender or such Affiliate, as applicable, to Client; or

(k) any event or circumstance described in any of paragraphs (c) and (e) through (j) inclusive occurs with respect to any guarantor or surety of Client respecting this Agreement or any person who controls Client or any Affiliate of Client.

A Default under this Agreement shall be deemed a default under all other present and future agreements entered into between Client and Lender or any Affiliate of Lender.

14. ***Lender's Remedies on Default***

Upon Default, Lender shall be entitled to do one or more of the following:

(a) declare this Agreement to be in default (with or without terminating this Agreement) whereupon all Obligations shall be immediately due, payable and enforceable without any notice or demand whatsoever;

(b) terminate this Agreement;

(c) declare any or all of the Obligations to be immediately due and payable, or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonor, all of which are expressly waived;

(d) take possession of Equipment, without demand, notice or legal proceeding and enter on any premises of Client or any other person for such purpose;

(e) sell, lease or otherwise dispose of Equipment by public or private transaction for such consideration payable immediately and/or deferred and on such terms and conditions as Lender in its discretion determines;

(f) whether or not this Agreement may have been or be deemed to have been terminated, demand, sue for and recover the amount equal to the Accrued Liability, less, if applicable, the net proceeds to Lender derived from the sale, lease or other disposition of the Equipment, after deducting all Costs of Disposition; and

(g) exercise any other rights or remedies and/or take any proceedings available to Lender hereunder, at law or in equity.

In lieu of selling, leasing or otherwise disposing of Equipment, Lender may retain Equipment and cause Equipment to be valued by a qualified appraiser selected by it and such value shall be substituted for and deducted as net proceeds to Lender under subparagraph (f) of this Section. Proceeds of sale, lease or disposal need be deducted only when received, unless Lender elects to take the present value of payments to be received, discounted at the Financing Rate then in effect, compounded monthly.

15. ***Lender's Rights to Remedy Defaults***

If Client fails to perform or comply with any Obligation, Lender may, but has no obligation to, perform same in the name of Client or Lender and make all necessary disbursements in connection therewith, which shall be reimbursed by Client immediately on demand. Lender is hereby appointed Client's lawful attorney to take any such action in Client's name.

16. ***Client's General Indemnities***

Client shall indemnify and save harmless Lender from and against all existing or future losses, costs, charges, expenses, liabilities, claims, demands, penalties, damages, suits, actions and causes of action of every nature and kind whatsoever, including strict liability in tort or in delict (collectively, "Claims") sustained or suffered by Lender, or for which Lender may become liable, resulting from or arising out of:

(a) Lender's lawful exercise or performance of its rights or obligations under this Agreement;

(b) the holding by Lender of a security interest in the Equipment;

(c) any Default;

(d) any personal injury or property damage or other commercial loss arising out of the sale or delivery to, installation, ownership, use, operation, maintenance, condition, return, removal and re-delivery of Equipment; or

(e) any use or operation of Equipment which infringes any patent or other industrial or intellectual property right, unless caused by the gross negligence or wilful misconduct of Lender, its employees, servants or agents.

17. ***Administrative Fees and Expenses***

Client shall pay Lender on demand Lender's prevailing fees and all costs and disbursements (including legal fees and expenses) certified by Lender as having been incurred or made in connection with the enforcement or preservation of any right or remedy arising on Default or in connection with the rendering of financial services under this Agreement including, without limitation, for processing of payments and rendering statements to Client.

18. ***Pre-Authorized Payments***

Client shall execute and deliver to Lender from time to time upon request pre-authorized payment orders in such form as Lender may reasonably request. Lender is hereby authorized to deliver such orders to the financial institution named therein. Client hereby appoints Lender its lawful attorney to take all action contemplated by such payment orders to receive payment of any amount due under this Agreement. Lender may decline any other form of payment.

19. ***Location of Equipment***

19.1 Except as otherwise expressly permitted hereunder, Client shall not part with possession of Equipment nor remove any of same from Canada.

19.2 Client covenants that Equipment will continue to be located where stated on the face hereof, or at any other location agreed to in writing by Lender.

20. ***Assignment and Leasing***

Client shall not assign any rights hereunder and Client shall not sell or attempt to sell Equipment nor lease or rent or attempt to lease or rent Equipment, in any case without the prior consent of Lender, and such consent may be withheld by Lender in its sole and unfettered discretion. No action aforesaid by Client shall relieve Client of any of its Obligations.

21. ***Client's General Representations, Warranties and Covenants***

Client represents and warrants to and covenants with Lender that: (a) if Client is a body corporate, it is and will continue to be a body corporate or other legal entity duly and validly incorporated or otherwise established, organized and existing in good standing under the laws of its jurisdiction of incorporation or establishment, with all necessary power and authority to execute, deliver and perform this Agreement; (b) if Client is a body corporate, all of the transactions contemplated herein have been and will be duly authorized by all necessary action, are not and will not be in conflict with the constating documents or by-laws of Client or any indenture, instrument, agreement or undertaking to which it is or will be a party or by which it or its assets are or may become bound; (c) this Agreement is and will continue to be the legal, valid and binding obligation of Client, enforceable against it in accordance with its terms; (d) all information as defined in Section 41 provided by Client to Lender is accurate; and (e) all payments to Lender are and will be derived from legal sources. Client agrees to furnish to Lender a copy of its most recent annual financial statements, audited if applicable, promptly upon availability and in any event, within 90 days of each financial year-end. Upon request by Lender, Client agrees also to furnish its quarterly financial statements promptly upon availability and, in any event, within 60 days of each financial quarter-end.

22. ***Statutory Waivers and Acknowledgement***

22.1 Client waives its right to receive a copy of any financing statement or financing change statement registered by Lender and of any related verification statement.

22.2 Client waives, to the fullest extent permitted by law, the application of the provisions of (a) *The Limitation of Civil Rights Act* (Saskatchewan); and (b) *The Distress Act* (Manitoba). Client agrees that the provisions of this Agreement are commercially reasonable.

23. ***NO SET-OFF – EXCLUSION AND ASSIGNMENT OF WARRANTIES***

23.1 CLIENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL EQUITIES AGAINST ANY INSTALMENT AND OTHER AMOUNT DUE TO LENDER HEREUNDER AND AGREES TO PAY EACH SUCH INSTALMENT AND OTHER AMOUNT WITHOUT REGARD TO ANY EQUITIES. NEITHER DEFECTS IN, DAMAGE TO, NOR LOSS OR DESTRUCTION OF EQUIPMENT SHALL TERMINATE THIS AGREEMENT OR REDUCE CLIENT'S OBLIGATIONS HEREUNDER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

23.2 CLIENT REPRESENTS AND WARRANTS TO AND COVENANTS WITH LENDER THAT EQUIPMENT IS AND WILL BE USED FOR COMMERCIAL, INDUSTRIAL OR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY, HOUSEHOLD OR FARMING PURPOSES;

23.3 (A) LENDER SHALL NOT BE BOUND BY OR BE DEEMED TO HAVE MADE OR BE LIABLE FOR ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY SUPPLIER OR OTHERWISE; (B) LENDER SHALL NOT BE LIABLE FOR ANY FAILURE OF EQUIPMENT INCLUDING ANY LATENT DEFECT OR ALLEGED FUNDAMENTAL BREACH OF THIS AGREEMENT; (C) NEITHER LENDER NOR ANY OF ITS EMPLOYEES, SERVANTS OR AGENTS HAS MADE AND DOES NOT NOW MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO EQUIPMENT OR ANY INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS THEREIN

INCLUDING, WITHOUT LIMITATION, THE DESIGN, SPECIFICATIONS, CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR CLIENT'S PURPOSES AND (D) LENDER SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, ACTUAL OR ANTICIPATED, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT OR DELICTUAL LIABILITY OR LENDER'S OR SUPPLIER'S NEGLIGENCE. NOTHING HEREIN SHALL DEPRIVE CLIENT OF ITS RIGHTS AGAINST SUPPLIER OR ANY PERSON OTHER THAN LENDER. CLIENT SHALL MAKE ANY CLAIMS WITH RESPECT TO EQUIPMENT DIRECTLY AGAINST SUPPLIER.

23.4 IF EQUIPMENT IS SEIZED OR SOLD BY LENDER, ALL WARRANTIES OF SUPPLIER AND RIGHTS TO ALL SOFTWARE, OTHER INTELLECTUAL AND INDUSTRIAL PROPERTY LICENSES ACCOMPANYING GOODS SHALL BE DEEMED ASSIGNED BY CLIENT TO LENDER.

24. ***Notices***
Any notice, demand, consent or other communication required or permitted hereunder ("Notice") shall be in writing and may be delivered, or sent by prepaid registered mail, or by telex, telecopier or other means which produces a permanent written record (a "transmission"). Mailed Notice shall be deemed to have been given two business days after mailing provided there is no general disruption or stoppage of postal services then in effect, in which case delivery shall be made by one of the other methods permitted herein; delivered Notice shall be effective upon delivery during business hours to an apparently responsible adult, and transmissions shall be deemed to have been received at the opening of the business day immediately following transmission. Addresses for Notice shall be those addresses stated on the face hereof and may be changed in accordance with the foregoing.

25. ***Remedies Cumulative***
All rights and remedies of Lender hereunder are cumulative and not exclusive or alternative and may be exercised by Lender separately or together, in any order, sequence or combination.

26. ***Forbearance, Indulgence and Waivers***
Forbearance or indulgence by Lender in any instance shall not constitute a general waiver of the obligation under this Agreement to which the same applies. Any waiver by Lender of its rights must be in writing and shall not extend to any other obligation or right.

27. ***Allocations***
Client hereby irrevocably and unconditionally waives any present or future right to allocate any payment made to Lender to any specific Obligation due under this Agreement or under any other agreement with Lender or any affiliate of Lender. Lender may allocate and apply any payment received to any Obligation due hereunder or under any other agreement with Lender or affiliate of Lender and may reverse, reallocate and re-apply any such payment as many times and in such manners as Lender from time to time sees fit. Payments received shall be allocated upon receipt of legal tender or cleared funds. Lender is hereby irrevocably authorized to combine and set off amounts payable by it to Client with amounts owing to it from Client (in each case whether matured or not and whether absolute or contingent) under the same or different agreements.

28. ***Time***
Time is and shall remain of the essence of this Agreement.

29. ***Entire Agreement***

29.1 There are no representations, warranties, covenants, agreements or acknowledgements by Lender affecting the Financed Amount, the Obligations, the Accrued Liability, this Agreement or Equipment, other than expressed in this Agreement.

29.2 No agreement purporting to amend or modify this Agreement or any other document, paper or writing relating hereto or to Equipment or connected herewith shall be binding unless in writing signed by the parties hereto.

30. ***Severability***
Any term, condition or provision of this Agreement which is deemed to be void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severed herefrom and ineffective to the extent of such invalidity, prohibition or unenforceability, without in any way invalidating the balance hereof.

31. ***No Merger in Judgment***
The taking of any judgment by Lender under this Agreement shall not operate as a merger or novation of any term or condition hereof or of any obligation of Client or Lender hereunder.

32. ***Further Assurances and Power of Attorney***

32.1 Client and Lender each shall do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lender to have the full benefit of all rights and remedies intended to be reserved or created hereby. Lender is hereby appointed Client's lawful attorney to complete and/or correct any information on the face hereof or in any Schedule hereto.

32.2 Each power of attorney granted in this Agreement is granted with full power of substitution, is irrevocable, is coupled with an interest, shall survive termination of this Agreement and may be exercised during any subsequent legal incapacity of Client or Lender.

33. ***Currency***
Unless otherwise stated in this Agreement, all sums of money payable hereunder shall be paid in Canadian dollars. If any amount payable pursuant to this Agreement needs to be converted from US dollars to Canadian dollars, including for purposes of determining the amount of the Financed Amount or any instalment, such conversion shall be made by Lender on the relevant date at the Conversion Rate and Lender will notify Client of the Canadian dollar amount so converted.

34. ***Survival***
Notwithstanding any other Section, any accrued Obligations, the Obligations of Client under Sections 9.4, 10, 15, 16, 17, 22 and 27 and all rights of Lender hereunder, whether accrued or not, shall survive the termination or expiration of this Agreement and the payment of the Accrued Liability and all other amounts payable hereunder.

35. ***Section Headings***
Section headings in this Agreement are for convenience of reference only and do not affect the interpretation or construction hereof.

36. ***Successors and Assigns***
This Agreement shall inure to the benefit of and be binding upon Lender and Client, their respective heirs, executors, administrators, personal representatives, successors and permitted assigns and lessees. Lender may assign or transfer in whole or in part its rights under this Agreement or Equipment, and/or Pledge its rights hereunder or in Equipment and any assignee, transferee or beneficiary of such Pledge ("Assignee") shall be unrestricted in the exercise of such rights. Client shall recognize any such assignment, transfer or Pledge and shall not assert against any Assignee any Claims or Equities which it may have against Lender respecting this Agreement or Equipment and waives all Claims and Equities against Assignee's rights to enforce this Agreement based on Lender's alleged failure to perform same or Supplier's breach of Warranties. Client shall not be entitled to assign its rights or obligations hereunder.

37. ***Choice of Law***
This Agreement shall be governed, construed, performed and enforced in accordance with the laws of the Province where the address of Client is located as stated on the face of this Agreement.

38. ***Language***
The parties hereto have expressly required that this Agreement and all documents, agreements and notices related thereto be drafted in the English language. Les parties aux présentes ont expressément exigé que le présent contrat et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

39. ***Joint and Several Liability***
If more than one person executes this Agreement as Client their obligations hereunder shall be joint and several and, where the context so admits, each reference in this Agreement to "Client" shall include reference to any one or more or all such persons and the acts or omissions of and such persons shall bind all of them.

40. ***Receipt of Agreement***
Client acknowledges receipt of an executed copy of this Agreement.

41. ***Information***
Client hereby consents and authorizes Lender and its affiliates, agents, contractors and representatives, at any time, (a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and information related to the credit rating, financial capacity and payment history, with respect to Client ("Information"), as Lender deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; (b) to respond to inquiries from, and exchange any information with, third parties concerning Client's credit rating, financial capacity and payment history; (c) to provide information to persons to whom Lender considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and (d) to provide to any person copies of this Agreement. This consent is in addition to and does not replace any consent previously given.

EXHIBIT “C”

This is Exhibit "C" referred to in the affidavit

of MICHAEL PISANI, SWORN BEFORE ME
this 6 **day of December, 2013**

Deepa Tailor

A COMMISSIONER FOR TAKING AFFIDAVITS

Deepa Tailor, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires May 4, 2015.

GE Capital

150011640074

GUARANTEE AND INDEMNITY

TO: GE Canada Equipment Financing G.P. ("GE")

In consideration of the premises and the covenants and agreements herein contained, the sum of $1.00 now paid by GE to **1309742 Ontario Ltd** (the "Guarantor") and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants and agrees with GE as follows:

1. ***INTERPRETATION*** Wherever throughout this Guarantee, the Guarantor or GE or **I M B C Blowmolding Inc.** (hereinafter called the "Obligor") are mentioned or referred to, such mention or reference shall extend to their respective successors and assigns, as the case may be. Reference to the term "Obligations" herein shall be to any and all obligations of the Obligor to GE under that certain **Equipment Loan and Security Agreement No: 150011640074** dated **June 27, 2011** between Obligor and GE and any other agreement, document or instrument related thereto, whether existing now or arising hereafter, and any modifications, extensions or renewals thereof from time to time, (hereinafter singularly or collectively called "Finance Instruments").

2. ***GUARANTEE***

2.1 **Guarantee** The Guarantor hereby irrevocably and unconditionally guarantees and covenants with GE as principal debtor of GE and not merely as surety, that the Obligor will duly and punctually perform all of the Obligations, and pay or cause to be paid to GE the rentals under and the principal of and interest on the Finance Instruments evidencing or securing the Obligations (including, in case of default, interest on the amount in default) as and when the same becomes due and payable, whether by lapse of time, by extension, or upon a declaration or otherwise according to the terms of the Finance Instruments and all other moneys owing on or under the Finance Instruments or in any way relating thereto including all expenses, including legal expenses and service charges. The total liability of the Guarantor hereunder for the Obligations shall be **limited to $ 1,650,000.00 CAD**, plus interest, fees, costs or expenses (including, without limitation, legal fees and expenses) which may now or hereafter accrue or be incurred with respect to such Obligations and any fees, costs or expenses (including without limitation, legal fees and expenses) that may be incurred by GE by reason of Guarantor's default under this Guaranty.

2.2 **Terms of the Finance Instruments** The Guarantor hereby consents to and approves of the terms of the Finance Instruments; the guarantee and the agreements of the Guarantor herein contained shall take effect and shall be and are hereby declared to be binding upon the Guarantor notwithstanding any defect in or omission from the Finance Instruments or any non-registration or non-filing or defective registration or filing of any Finance Instruments or notice of the interest of GE created thereby or by reason of any failure of the security intended to be created by the Finance Instruments or pursuant thereto.

2.3 **Guarantee Absolute** The liability of the Guarantor hereunder shall be absolute and unconditional and shall not be affected by:

a) any lack of validity or enforceability of any agreements between the Obligor and GE; any change in the time, manner or place of payment or in any other term of such agreements or the failure on the part of the Obligor to carry out any of its obligations under such agreements;
b) any impossibility, impracticability, frustration of purpose, illegality, *force majeure* or act of government;
c) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Obligor, GE or any party to any agreement to which GE is a party;
d) any lack or limitation of power, incapacity or disability on the part of the Obligor or of the directors, partners or agents thereof or any other irregularity, defect or informality on the part of the Obligor in its obligations to GE; or
e) any other law, regulation or other circumstance which might otherwise constitute a defense available to, or a discharge of, the Obligor in respect of any or all of the Obligations.

The Guarantor shall be held and bound to GE as principal debtor, and not as surety, in respect of the payment of any or all of the Obligations. All amounts payable to GE shall be paid to GE forthwith after demand therefore as provided herein.

2.4 **No Waiver** The Guarantor hereby agrees that its obligations hereunder shall be unconditional and no waiver by GE of any of its rights hereunder or under the Finance Instruments and no action by GE to enforce any of its rights hereunder or under the Finance Instruments or failure to take, or delay in taking any such action shall affect any other obligation of the Guarantor hereunder.

3. ***INDEMNITY*** The Guarantor also covenants and agrees with GE that it will at all times and from time to time hereafter, indemnify and keep indemnified and save harmless GE from any and all losses, costs, damages and expenses, including legal fees and disbursements and the costs of all distresses, actions, proceedings, claims and demands incurred or made by GE if GE does not receive payment of all amounts due and owing under the Finance Instruments or if the Obligor defaults in the payment of any instalment payable or in the performance of the Obligations under the Finance Instruments which, if the Finance Instruments were in full force and effect and good standing, would be payable or required to be performed under the Finance Instruments. In addition to the foregoing, the Guarantor agrees to pay GE, as administrative costs, an amount equal to fifteen percent (15%) of all amounts payable hereunder in the event that court proceedings are instituted against the Guarantor because the Guarantor has failed to respect its obligations hereunder.

4. ***DEALINGS WITH OBLIGOR AND OTHERS***

4.1 **No Release** The liability of the Guarantor hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by GE in connection with any duties or liabilities of the Obligor to GE of any security thereof including any loss of or in respect of any security received by GE from the Obligor or others. GE, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability hereunder, may:

a) grant time, renewals, extensions, indulgences, releases, waivers and discharges to the Obligor;
b) grant substitutions for the Obligations or any part thereof or any agreement related thereto;
c) take or abstain from taking securities or collateral from the Obligor or from perfecting securities or collateral of the Obligor;

d) accept compromises from the Obligor;
e) apply all money at any time received from the Obligor or from securities upon such part of the Obligations as GE may see fit or change any such application in whole or in part from time to time as GE may see fit;
f) amend any of the Finance Instruments; or
g) otherwise deal with the Obligor and all other persons and securities as GE may see fit.

4.2 **No Exhaustion of Remedies** GE shall not be bound or obligated to exhaust its recourse against the Obligor or other persons or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Section 6) before being entitled to demand payment from the Guarantor hereunder. The obligations of the Guarantor hereunder are joint and several with those of the Obligor and any other guarantor, security or other person liable in any way for the Obligations. This Guarantee is in addition and not in substitution for any other guarantee, by whomsoever given, at any time held by GE, and without prejudice to any other security, by whomsoever given, at any time held by GE, and GE shall be under no obligation to marshall in favour of the Guarantor any such security or any of the funds or assets GE may be entitled to receive or have a claim upon.

4.3 **Conclusive Statement** Any account settled or stated in writing by or between GE and the Obligor shall be *prima facie* evidence that the balance or amount thereof appearing due to GE is so due.

4.4 **No Set-Off** The Guarantor shall not claim any set-off or counterclaim against the Obligor in respect of any liability of the Obligor to the Guarantor.

5. CONTINUING GUARANTEE

5.1 **Continuing Guarantee** This Guarantee shall be a continuing guarantee, notwithstanding any extensions, modifications, renewals or indulgences with respect to, or substitutions for, the Obligations or any part thereof, and shall remain in full force and effect until the Obligations are performed and paid in full. This Guarantee shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or terminated or must otherwise be returned by GE upon the occurrence of any action or event including the insolvency, bankruptcy or reorganization of the Obligor or otherwise, all as though such payment had not been made.

6. DEMAND FOR PAYMENT

6.1 **Demand for Payment** GE shall be entitled to make demand upon the Guarantor at any time upon a default in payment of any amount owing by the Obligor to GE and upon such default GE may treat all Obligations as due and payable and may forthwith collect from the Guarantor the total amount guaranteed hereunder. The Guarantor shall make payment to or performance in favour of GE of the total amount guaranteed hereunder forthwith after demand thereof is made to the Guarantor.

6.2 **Interest** The Guarantor shall pay interest to GE at the rate of 24% per annum on the unpaid portion of all amounts payable by the Guarantor under this Guarantee, such interest to be calculated daily from the date of demand by GE on the Guarantor.

7. ASSIGNMENT, POSTPONEMENT AND SUBROGATION

7.1 **Assignment and postponement** All debts and liabilities, present and future, of the Obligor to the Guarantor are hereby assigned to GE and postponed to the Obligations, and all money received by the Guarantor in respect thereof shall be received in trust for GE and forthwith upon receipt shall be paid over to GE, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and shall remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until payment in full to GE of all obligations of the Guarantor under this Guarantee.

7.2 **Subrogation** The Guarantor will not exercise any rights which it may acquire by way of subrogation under this Guarantee and indemnity, by any payment made hereunder or otherwise, until all Obligations shall have been paid and performed in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of GE and shall forthwith be paid to GE to be credited and applied upon the Obligations. If (i) the Guarantor performs or makes payment to GE of all amounts owing by the Guarantor to GE under this Guarantee and (ii) the Obligations are performed and paid in full, GE will, at the Guarantor's request and at the Guarantor's expense, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of an interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

8. COVENANTS OF THE GUARANTOR

The Guarantor hereby represents, covenants and warrants that:

a) if the Guarantor is a corporation, the making and performance of this Guarantee have been duly authorized by all necessary corporate actions on the part of the Guarantor, do not require any shareholders' approval, and will not violate any provisions of the Guarantor's incorporating documents or by-laws or result in the breach of, constitute a default under, contravene any provisions of or result in the creation of any lien, charge, encumbrance or security interest upon any property or assets of the Guarantor pursuant to any of the Guarantor's stocks, bonds, notes or debentures outstanding, or any agreement, indenture or other instrument to which the Guarantor is a party or by which the Guarantor or its property may be bound or affected;
b) this Guarantee constitutes a legal, valid and binding obligation of the Guarantor in accordance with the terms hereof;
c) there is no pending or, to the best of the knowledge of the Guarantor, threatened action or proceeding affecting the Guarantor or, if the Guarantor is a corporation, any of its subsidiaries before any court, governmental agency or arbitrator, which would materially adversely affect the legality, validity or enforceability of this Guarantee;
d) all information as defined in Section 9.2 provided by Guarantor to GE is accurate;
e) all payments to GE are and will be derived from legal sources and GE may decline any form of payment; and
f) the Guarantor is and shall continue to be in compliance with all laws and regulations relating to the prevention of money laundering and terrorism.

9. GENERAL

9.1 **Waivers** The Guarantor waives notice of acceptance of this Guarantee and of the extension or continuation of the Obligations or any part thereof. The Guarantor further waives presentment, protest, notice, demand or action in respect of the Obligations or any part thereof, including any right to require GE to sue the Obligor, any other Guarantor or any other person obligated with respect to the Obligations or any part thereof, or otherwise to enforce payment thereof against any collateral securing the Obligations or any part thereof. Without limiting the generality of the foregoing, the Guarantor is jointly and severally liable with the Obligor for the due and punctual payment and performance of the Obligations, the Guarantor hereby waiving the benefit of division and discussion.

Guarantor waives its right to receive a copy of any financing statement or financing change statement registered by GE and of any related verification statement.

9.2 **Information** Guarantor hereby consents and authorizes GE and its affiliates, agents, contractors and representatives, at any time, a) to collect, verify, use, communicate with and disclose to third parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons) any credit, financial and other information, including personal information (as applicable) and information related to the credit rating, financial capacity and payment history, with respect to Guarantor ("Information"), as GE deems necessary to process, complete, service and enforce the transactions hereby contemplated and any other existing or potential transactions, or as required or otherwise permitted by law; b) to respond to inquiries from, and exchange any Information with, third parties concerning Guarantor's credit rating, financial capacity and payment history; c) to provide Information to persons to whom GE considers assigning, granting a participation or otherwise disposing of rights or obligations under the transactions hereby contemplated; and d) to provide to any person copies of this Guarantee. This consent is in addition to and does not replace any consent previously given.

9.3 **Benefit of the Guarantee** This Guarantee shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Guarantor and GE.

9.4 **Entire Agreement** This Guarantee constitutes the entire agreement between GE, the Obligor and the Guarantor with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth in this Guarantee.

9.5 **No Waiver, Remedies** No failure on the part of GE to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 **Severability** If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 **Notices** Any demand, notice or other communications (hereinafter in this Section 9.7 referred to as a "Communication") to be given in connection with this Guarantee shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

To GE: **2300 Meadowvale Blvd., Suite #100, Mississauga, Ontario, L5N 5P9 , Tel: (905) 858-4900**

To the Guarantor: **81 Centennial Road, Orangeville, Ontario, L9W 3R1**

or such other address as may be designated by notice by any party to the other. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery.

9.8 **Assignment** The rights of GE under this Guarantee may be assigned by GE without the prior consent of the Obligor or the Guarantor. The Guarantor may not assign its obligations under this Guarantee.

9.9 **Governing Law** This guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9.10 **Language** The parties hereby acknowledge that it is their express wish that this Guarantee and Indemnity be drawn in the English language; les parties reconnaissent qu'il est de leur volonté expresse que la présente caution soit rédigée en langue anglaise seulement.

IN WITNESS WHEREOF, the Guarantor has executed this Guarantee this 27th day of June, 2011.

If Guarantor is a corporation:

1309742 Ontario Ltd
("Guarantor")

By: _____ (c/s)

Title: President

If Guarantor is an individual:

_____ (s)

Name: Robert Stavro
("Guarantor")

Witness: _____

EXHIBIT "D"

This is Exhibit "D" referred to in the affidavit
of MICHAEL PISANI, SWORN BEFORE ME
this 6 **day of December, 2013**

Deepa Tailor

A COMMISSIONER FOR TAKING AFFIDAVITS

Deepa Tailor, a Commissioner,
etc., Province of Ontario,
while a Student-at-Law.
Expires May 4, 2015.

Ontario ServiceOntario

LAND REGISTRY OFFICE #7

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

34005-0173 (LT)

PREPARED FOR WDoran01
ON 2013/11/07 AT 09:24:07

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK D, PL 116, PT 1, 7R2422 ; S/T MF112802 ORANGEVILLE; SUBJECT TO AN EASEMENT IN GROSS OVER PT BLK D, PL 116, PT 1, 7R5837 AS IN DC111998

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1996/09/23

OWNERS' NAMES
1309742 ONTARIO LTD.

CAPACITY SHARE

7181 CENTENNIAL RD

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/09/23 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/09/23						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1996/09/20 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 1996/09/23 **						
MF72627	1975/10/06	BYLAW				
7R1910	1981/09/30	PLAN REFERENCE				C
7R1977	1982/04/23	PLAN REFERENCE				C
MF112802	1982/05/27	TRANSFER EASEMENT				C
REMARKS: DELETED 01/07/04 FROM PIN 34005-0160					THE CORPORATION OF THE TOWN OF ORANGEVILLE	C
7R2422	1986/02/21	PLAN REFERENCE				
MF135279	1986/04/09	TRANSFER		*** COMPLETELY DELETED ***		C
					PLASTIFLEX/SPIRALOCK CANADA INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
MF179811	1990/05/10	CHARGE		*** COMPLETELY DELETED ***	CROWN LIFE INSURANCE COMPANY	
MF179812	1990/05/10	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
	REMARKS: RENTS, MF179811					
MF193156	1991/12/12	NOTICE OF LEASE		*** COMPLETELY DELETED ***		
MF193157	1991/12/12	ASSIGNMENT LEASE		*** COMPLETELY DELETED ***		
MF219340	1995/08/14	AGREEMENT		*** COMPLETELY DELETED ***		
	REMARKS: MF179811 & MF179812					
LTD6106	1997/11/14	BYLAW		THE CORPORATION OF THE TOWN OF ORANGEVILLE		C
	REMARKS: BY-LAW 118-97; THAT BY-LAW 49-75 IS HEREBY REPEALED ; MF72627					
LTD13276	1998/10/13	APL CH NAME OWNER		*** COMPLETELY DELETED *** PLASTIFLEX/SPIRALOCK CANADA INC.	PRINCELAND PROPERTIES (CANADA) INC.	
LTD13765	1998/10/28	NOTICE		PRINCELAND PROPERTIES (CANADA) INC.	THE CORPORATION OF THE TOWN OF ORANGEVILLE	C
LTD13772	1998/10/29	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CROWN LIFE INSURANCE COMPANY	CROWN LIFE INSURANCE COMPANY OF CANADA	
	REMARKS: MF179811, MF219340					
LTD13773	1998/10/29	NOTICE		*** COMPLETELY DELETED *** CROWN LIFE INSURANCE COMPANY	CROWN LIFE INSURANCE COMPANY OF CANADA	
	REMARKS: RENTS - MF179812					
LTD13774	1998/10/29	NOTICE		*** COMPLETELY DELETED *** CROWN LIFE INSURANCE COMPANY	CROWN LIFE INSURANCE COMPANY OF CANADA	
	REMARKS: ASSIGNMENT OF LEASE MF193157					
LTD18194	1999/05/31	NOTICE OF LEASE		*** COMPLETELY DELETED *** PRINCELAND PROPERTIES (CANADA) INC.	PERFORMANCE PACKAGING INC.	
	REMARKS: 2 YRS FROM NOV 15, 1997 TO NOV 14, 1999					
LTD18195	1999/05/31	NOTICE OF LEASE		*** COMPLETELY DELETED ***		

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* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
	REMARKS: 3 YRS FROM MAY 1, 1997 TO APR 30, 2000			PRINCELAND PROPERTIES (CANADA) INC.	IMBC BLOWMOLDING INC.	
LTD18196	1999/05/31	NOTICE OF LEASE		*** COMPLETELY DELETED *** PRINCELAND PROPERTIES (CANADA) INC.	HISAN OF CANADA, LTD.	
	REMARKS: FOR 5 YRS FROM NOV 1, 1997 TO OCT 31, 2002					
LTD18209	1999/05/31	APL (GENERAL)		*** COMPLETELY DELETED *** PRINCELAND PROPERTIES (CANADA) INC.	PLASTIFLEX CANADA INC.	
	REMARKS: MF193156, MF193157 & LTD13774					
LTD18274	1999/06/01	TRANSFER	$3,700,000	PRINCELAND PROPERTIES (CANADA) INC.	1309742 ONTARIO LIMITED	C
	REMARKS: PLANNING ACT STATEMENT					
LTD18275	1999/06/01	CHARGE		*** COMPLETELY DELETED *** 1309742 ONTARIO LTD.	CIBC MORTGAGES INC.	
LTD18276	1999/06/01	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1309742 ONTARIO LTD.	CIBC MORTGAGES INC.	
LTD18277	1999/06/01	CHARGE		*** COMPLETELY DELETED *** 1309742 ONTARIO LIMITED	CANADIAN IMPERIAL BANK OF COMMERCE	
LTD18278	1999/06/01	NOTICE		*** COMPLETELY DELETED *** 1309742 ONTARIO LTD.	CIBC MORTGAGES INC.	
	REMARKS: LTD18275 - RENTS					
LTD18280	1999/06/01	NOTICE		*** COMPLETELY DELETED *** 1309742 ONTARIO LTD.	CIBC MORTGAGES INC.	
	REMARKS: SPECIFIC ASSIGNMENT OF LEASES - LTD18196, LTD18195, LTD18194, LTD18275					
LTD21059	1999/09/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** CROWN LIFE INSURANCE COMPANY OF CANADA		
	REMARKS: RE: MF179811					
DC11232	2002/05/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
	REMARKS: RE: LTD18276					
DC34632	2004/05/27	NO DET/SURR LEASE		*** COMPLETELY DELETED ***	HISAN OF CANADA, LTD.	
	REMARKS: RE: LTD18196					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
DC34665	2004/05/27	CHARGE		*** COMPLETELY DELETED *** 1309742 ONTARIO LIMITED	BANK OF MONTREAL	
DC34668	2004/05/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1309742 ONTARIO LIMITED	BANK OF MONTREAL	
	REMARKS: DC34665					
DC34676	2004/05/27	CHARGE		*** COMPLETELY DELETED *** 1309742 ONTARIO LIMITED	BANK OF MONTREAL	
DC34679	2004/05/27	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1309742 ONTARIO LIMITED	BANK OF MONTREAL	
	REMARKS: DC34676					
DC35301	2004/06/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
	REMARKS: RE: LTD18277					
DC36325	2004/07/09	APL (GENERAL)		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
	REMARKS: DELETE LTD18280					
DC36326	2004/07/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
	REMARKS: RE: LTD18275					
DC41485	2004/11/23	NO SEC INTEREST		*** COMPLETELY DELETED *** CREDIT UNION CENTRAL OF SASKATCHEWAN		
DC80821	2007/11/06	DISCHARGE INTEREST		*** COMPLETELY DELETED ***	CREDIT UNION CENTRAL OF SASKATCHEWAN	
	REMARKS: RE: DC41485					
DC80838	2007/11/06	APL CH NAME OWNER		1309742 ONTARIO LIMITED	1309742 ONTARIO LTD.	C
DC80839	2007/11/06	CHARGE		*** COMPLETELY DELETED *** 1309742 ONTARIO LTD.	BANK OF MONTREAL	
DC80840	2007/11/06	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1309742 ONTARIO LTD.	BANK OF MONTREAL	
	REMARKS: DC80839					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
DC81117	2007/11/14	POSTPONEMENT		*** COMPLETELY DELETED *** BANK OF MONTREAL	BANK OF MONTREAL	
	REMARKS: DC34676, DC80839					
DC85492	2008/04/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
	REMARKS: RE: DC34665					
7R5837	2009/04/24	PLAN REFERENCE				
DC111998	2010/07/20	TRANSFER EASEMENT	$2	1309742 ONTARIO LTD.	ORANGEVILLE HYDRO LIMITED	C
DC121732	2011/06/30	CHARGE	$3,500,000	1309742 ONTARIO LTD.	BANK OF MONTRAL	C
DC121733	2011/06/30	NO ASSGN RENT GEN		1309742 ONTARIO LTD.	BANK OF MONTREAL	C
	REMARKS: DC121732					
DC121739	2011/06/30	APL (GENERAL)		*** COMPLETELY DELETED *** 1309742 ONTARIO LTD.		
	REMARKS: DELETE LTD18194					
DC121740	2011/06/30	APL (GENERAL)		*** COMPLETELY DELETED *** 1309742 ONTARIO LTD.		
	REMARKS: DELETE LTD18195					
DC121745	2011/06/30	CHARGE	$1,650,000	1309742 ONTARIO LTD.	GENERAL ELECTRIC CANADA REAL ESTATE FINANCE INC.	C
DC121746	2011/06/30	NO SEC INTEREST	$2	GENERAL ELECTRIC CANADA REAL ESTATE FINANCE INC.		C
DC121810	2011/07/05	CHARGE	$250,000	1309742 ONTARIO LTD.	GEORGIAN TRIANGLE AND DUFFERIN COUNTY ECONOMIC DEVELOPMENT CORPORATION	C
DC122071	2011/07/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
	REMARKS: DC34676.					
DC122072	2011/07/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
	REMARKS: DC80839.					

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EXHIBIT "E"

This is Exhibit "E" referred to in the affidavit of MICHAEL PISANI, SWORN BEFORE ME **this 6 day of December, 2013**

Deepa Tailor

A COMMISSIONER FOR TAKING AFFIDAVITS

Deepa Tailor, a Commissioner,
etc., Province of Ontario,
while a Student-at-Law.
Expires May 4, 2015.

GE Capital

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of June 27, 2011

BETWEEN:

I M B C Blowmolding Inc., a corporation organized under the laws of Ontario (the "Debtor")

- AND -

THE SECURED PARTY (as hereinafter defined)

WHEREAS the Debtor has agreed to grant a security interest and assignment, mortgage and charge in the Collateral in order to secure the performance of its Obligations to the Secured Party;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties hereto agree as follows:

ARTICLE 1 — INTERPRETATION

1.01 **Interpretation**

In this Agreement, unless something in the subject matter or context is inconsistent therewith,

"Agreement" means this agreement and all amendments made hereto by written agreement between the Secured Party and the Debtor.

"Collateral" has the meaning set out in Section 2.01.

"Event of Default" has the meaning set out in Section 6.01.

"Obligations" means all obligations of the Debtor to the Secured Party including, without limiting the generality of the foregoing:

(a) all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, whenever and howsoever incurred, in any currency at any time owing by the Debtor to the Secured Party or remaining unpaid by the Debtor to the Secured Party and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether arising from dealings between the Secured Party and the Debtor or from other dealings or proceedings by which the Secured Party may be or become in any manner whatsoever a creditor of the Debtor and wherever incurred and whether incurred by the Debtor alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses; and

(b) all debts and liabilities of any kind whatsoever of the Debtor to the Secured Party in connection with or relating to the Specific Agreements

"Secured Party" means GE Canada Equipment Financing G.P., GE Canada Leasing Services Company, General Electric Canada Equipment Finance G.P., GE Canada Asset Financing Holding Company, GE Technology Finance, GE VFS Canada Limited Partnership and GE Capital Canada Equipment Financing & Leasing Company collectively and each of them individually, and the predecessors, successors and assigns of each of them, including, without limitation, each successor arising as a result of an amalgamation or other corporate and business reorganization.

"Specific Agreements" means all agreements made between the Debtor and the Secured Party as the same may be amended from time to time.

The terms "accessions", "accounts", "chattel paper", "documents of title", "goods", "instruments", "intangibles", "inventory", "money", "proceeds", "purchase money security interest" and "securities" whenever used herein have the meanings given to those terms in the Personal Property Security Act (Ontario), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.02 **Sections and Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

ARTICLE 2 — GRANT OF SECURITY INTEREST

2.01 **Security Interest**

As general and continuing security for the payment and performance of all Obligations of the Debtor to the Secured Party, the Debtor hereby grants to the Secured Party a security interest in the present and future undertaking and property, both real and personal, of the Debtor (collectively, the "Collateral"), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral as and by way of a fixed and specific mortgage and charge to the Secured Party. Without limiting the generality of the foregoing, the Collateral will include all right, title and interest that the Debtor now has or may hereafter have, be possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

(a) Receivables: all debts, accounts, claims and choses in action for monetary amounts which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the "Receivables");

(b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor (collectively, the "Inventory");

(c) Equipment: all machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory (collectively, the "Equipment");

(d) Chattel Paper: all chattel paper;

(e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(f) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other securities and all instruments (collectively, the "Securities");

(g) Intangibles: all intangibles not otherwise described in this Section 2.01 including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;

(h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.01 and all contracts, securities, instruments and other rights and benefits in respect thereof;

(j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in this Section 2.01; and

(k) Proceeds: all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral;

provided that the said assignment and mortgage and charge will not (i) extend or apply to the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said assignment or mortgage and charge, the Debtor will thereafter stand possessed of such last day and must hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said assignment and mortgage and charge, or (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound.

2.02 **Attachment of Security Interest**

The Debtor acknowledges that value has been given and agrees that the security interest granted hereby will attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral.

ARTICLE 3 — GENERAL REPRESENTATIONS,WARRANTIES AND COVENANTS OF THE DEBTOR

3.01 **Representations and Warranties**

The Debtor hereby represents and warrants to the Secured Party that:

(a) the Debtor is duly organized and subsisting under the laws of its jurisdiction of organization, with the power to enter into this Agreement; this Agreement has been duly authorized by all necessary action on the part of the Debtor and constitutes a legal and valid agreement binding upon the Debtor enforceable in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Debtor pursuant to any agreement, indenture or other instrument to which the Debtor is a party or by which the Debtor or any of its property may be bound or affected;

(b) all financial information provided by the Debtor to the Secured Party is true, correct and complete; all financial statements have been prepared in accordance with Canadian generally accepted accounting principles consistently applied; there has been no material adverse change in the Debtor's financial condition since the date of the most recent financial statements provided to the Secured Party;

(c) except as otherwise disclosed in a schedule hereto, all of the Collateral is the sole property of the Debtor free from any liens, charges, security interests, encumbrances or any rights of others; and

(d) the address of the Debtor's chief executive office and the office where it keeps its records respecting the Receivables, is that given in the Schedule hereto.

3.02 **Covenants**

The Debtor covenants with the Secured Party that the Debtor will:

(a) ensure that the representations and warranties set forth in Section 3.01 will be true and correct at all times;

(b) maintain, use and operate the Collateral and carry on and conduct its business in a lawful and business-like manner;

(c) not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Secured Party;

(d) defend the Collateral against all claims and demands respecting the Collateral made by all persons at any time and, except as otherwise provided herein, will keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests except for those disclosed in a schedule hereto or hereafter approved in writing by the Secured Party prior to their creation or assumption;

(e) not change its chief executive office and the location of the office where it keeps its records respecting the Receivables, or move any of the Inventory, Securities or Equipment from the locations specified in any schedule hereto, without the prior written consent of the Secured Party;

(f) pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same become due and payable, and will exhibit to the Secured Party, when required, the receipts and vouchers establishing such payment;

(g) keep proper books of account in accordance with sound accounting practice, will furnish to the Secured Party such financial information and statements and such information and statements relating to the Collateral as the Secured Party may from time to time require, and the Debtor will permit the Secured Party or its authorized agents at any time at the expense of the Debtor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;

(h) from time to time forthwith at the request of the Secured Party furnish to the Secured Party in writing all information requested relating to the Collateral, and the Secured Party will be entitled from time to time at any reasonable time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes the Secured Party will have access to all premises occupied by the Debtor or where the Collateral may be found;

(i) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment and mortgage and charge granted hereby, and the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any Receiver appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;

(j) not change its name or, if the Debtor is a corporation, will not amalgamate with any other corporation without first giving notice to the Secured Party of its new name and the names of all amalgamating corporations and the date when such new name or amalgamation is to become effective; and

(k) pay to the Secured Party forthwith upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, Receiver's and

accounting fees and expenses) incurred by or on behalf of the Secured Party in connection with the preparation, execution and perfection of this Agreement and the carrying out of any of the provisions of this Agreement including, without limiting the generality of the foregoing, protecting and preserving the security interest, assignment and mortgage and charge granted hereby and enforcing by legal process or otherwise the remedies provided herein; and all such costs and expenses will be added to and form part of the Obligations secured hereunder.

ARTICLE 4 — INSURANCE

4.01 Insurance

The Debtor must obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limiting the generality of the foregoing, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss as are customarily insured against on this type of Collateral, in an amount not less than the full replacement value thereof, in such form and with such insurers as are reasonably satisfactory to the Secured Party. If any such policies of insurance contain a co-insurance clause, the Debtor will either cause any such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent the Debtor from becoming a co-insurer under the terms of any such policy. All such policies must name the Secured Party as an additional insured and loss payee thereof, as the Secured Party's interests may appear, and must provide that the insurer will give the Secured Party at least 10 days written notice of intended cancellation. At the Secured Party's request, the Debtor must furnish the Secured Party with a copy of any policy of insurance and certificate of insurance or other evidence satisfactory to the Secured Party that such insurance coverage is in effect. The Debtor must give the Secured Party notice of any damage to, or loss of, the Collateral forthwith upon the occurrence of any such damage or loss. Should the Debtor fail to make any payment or perform any other obligation provided in this Section, the Secured Party will have the right, but not the obligation, without notice or demand upon the Debtor and without releasing the Debtor from any obligation hereunder or waiving any rights to enforce this Agreement, to perform any or all of such obligations. The amount of all such payments made and all costs, fees and expenses incurred by the Secured Party in performing such obligations will be immediately due and payable by the Debtor.

ARTICLE 5 — DEALING WITH COLLATERAL

5.01 Dealing with Collateral by the Debtor

The Debtor must not sell, lease or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party, except that the Debtor may, until an Event of Default occurs, deal with its money or sell items of Inventory in the ordinary course of its business so that the purchaser thereof takes title thereto free and clear of the security interest, assignment and mortgage and charge granted hereby, but all proceeds of any such sale will continue to be subject to the security interest, assignment and mortgage and charge granted hereby and all money received by the Debtor will be received as trustee for the Secured Party and must be held separate and apart from other money of the Debtor and must be paid over to the Secured Party upon request.

5.02 **Rights and Duties of the Secured Party**

(1) The Secured Party may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

(2) In the holding of the Collateral, the Secured Party and any nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own of similar value held in the same place. The Secured Party and any nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Debtor reasonably requests in writing, but failure of the Secured Party or its nominee to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

5.03 **Registration of Securities**

The Secured Party may have any Securities registered in its name or in the name of its nominee and will be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that until an Event of Default has occurred and is continuing, the Debtor will be entitled to exercise, in a manner not prejudicial to the interests of the Secured Party or which would violate or be inconsistent with this Agreement, all voting power from time to time exercisable in respect of the Securities. The Secured Party will not be responsible for any loss occasioned by its exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor must from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

5.04 **Notification of Account Debtors**

Before an Event of Default occurs, the Secured Party may give notice of this Agreement and the security interest and assignment granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and, after the occurrence of an Event of Default, may give notice to any such account debtors or other person to make all further payments to the Secured Party, and any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party must be held by the Debtor in trust for the Secured Party and paid over to the Secured Party on request.

5.05 **Application of Funds**

Except where the Debtor, when not in default hereunder, so directs in writing at the time of payment, all money collected or received by the Secured Party in respect of the Collateral may be applied on account of such parts of the Obligations as the Secured Party in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party's rights against the Debtor.

ARTICLE 6 — DEFAULT AND REMEDIES

6.01 Events of Default

The Debtor will be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

(a) the Debtor does not pay to the Secured Party any amount owing in connection with any of the Obligations within 10 days of its due date;

(b) the Debtor does not observe or perform any covenant or obligation of the Debtor contained in this Agreement or in respect of the Obligations (other than a covenant or condition the breach or default in performance of which is specifically dealt with elsewhere in this Section 6.01) and, if such default is capable of being remedied, such default is not remedied within 10 days after notice has been given by the Secured Party to the Debtor specifying such default;

(c) any information, representation or warranty made by the Debtor herein or in any document or certificate provided at any time to the Secured Party in connection herewith is proven to be incorrect or misleading in any material respect;

(d) the Debtor defaults under any material agreement with any other person;

(e) the Debtor ceases or threatens to cease to carry on the business currently being carried on by it or a substantial portion thereof or makes or agrees to make an assignment, disposition or conveyance, whether by way of sale or otherwise, of its assets in bulk;

(f) the Debtor is an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or commits or threatens to commit any act of bankruptcy;

(g) the commencement of any proceeding or the taking of any step by or against the Debtor for the dissolution, liquidation or winding-up of the Debtor or for any relief under the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement, compromise or winding-up, or for the appointment of one or more of a trustee, receiver, receiver and manager, custodian, liquidator or any other person with similar powers with respect to the Debtor or the Collateral or any part thereof;

(h) the Collateral or any part thereof is seized or otherwise attached by anyone pursuant to any legal process or other means, including distress, execution or any other step or proceeding with similar effect, and the same is not released, bonded, satisfied, discharged or vacated within the shorter of a period of 15 days and 10 days less than such period as would permit such property or any part thereof to be sold pursuant thereto; or

(i) the Secured Party believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached by anyone pursuant to any legal process.

6.02 **Remedies**

(1) On or after the occurrence of any Event of Default, (i) any or all of the Obligations will at the option of the Secured Party become immediately due and payable or be subject to immediate performance, as the case may be, without presentment, protest or notice of dishonour, all of which are expressly waived; (ii) the obligation, if any, of the Secured Party to extend further credit to the Debtor will cease; (iii) any or all security granted hereby will, at the option of the Secured Party, become immediately enforceable; and (iv) in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently or both:

(a) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "Receiver") of the Collateral (which term when used in this Section 6.02 will include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section 6.02 will include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party will not be in any way responsible for any misconduct or negligence of any such Receiver;

(b) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;

(c) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

(d) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;

(e) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;

(f) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law;

(g) the Secured Party may accept the Collateral in satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Secured Party may, for any purpose specified herein, borrow money on the security of the Collateral in priority to the security interest, assignment and mortgage and charge granted by this Agreement;

(i) the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plant occupied by the Debtor and use all or any of the Equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party will

not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;

(j) the Secured Party may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at such rate as the Secured Party deems reasonable, will be added to and form part of the Obligations hereby secured; and

(k) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith will be added to the Obligations hereby secured.

(2) The Secured Party may (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Collateral or otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder.

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

(4) The Secured Party may apply any proceeds of realization of the Collateral to payment of expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party may apply any balance of such proceeds to payment of the Obligations in such order as the Secured Party sees fit. If there is any surplus remaining, the Secured Party may pay it to any person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and any balance remaining must be paid to the Debtor. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party forthwith on demand.

ARTICLE 7 — GENERAL

7.01 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

7.02 **Entire Agreement**

This Agreement has been entered into pursuant to the provisions of the Specific Agreements and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of any Specific Agreement, the rights and obligations of the parties will be governed by the provisions of the Specific Agreement. This Agreement cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Secured Party and the Debtor with respect to the subject matter hereof except as expressly set forth herein or in the Specific Agreements.

7.03 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

7.04 **Assignment**

The rights of the Secured Party under this Agreement may be assigned by the Secured Party without the prior consent of the Debtor. The Debtor may not assign its obligations under this Agreement.

7.05 **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

7.06 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by personal delivery, by registered mail or by electronic means of communication, addressed to the recipient as follows:

To the Debtor:

I M B C Blowmolding Inc.

Address 81 Centennial Road

Orangeville, ON L9W 3R1

Telecopier No.:

Attention: Robert Starr

To the Secured Party:

GE Capital, Canada

Address 2300 Meadowvale Blvd., Suite 100

Mississauga, ON L5N 5P9

Telecopier No.:

Attention: Account Manager

or such other address, individual or electronic communication number as may be designated by notice given by any party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third business day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery or by electronic communication.

7.07 **Additional Continuing Security**

This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Secured Party.

7.08 **Further Assurances**

The Debtor must at its expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably requested by the Secured Party for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

7.09 **Power of Attorney**

Upon the occurrence of an Event of Default that is continuing, the Debtor hereby irrevocably constitutes and appoints any officer for the time being of the Secured Party the true and lawful attorney of the Debtor, with full power of substitution, to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever the officer may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect to the Collateral in accordance with this Agreement.

7.10 **Discharge**

The Debtor will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Secured Party.

7.11 **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province where the address of Client is located (as stated below, or if no such address is specified, with the laws of the Province of Ontario) and the laws of Canada applicable therein.

7.12 **Executed Copy**

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

IN WITNESS WHEREOF the parties have executed this Agreement.

DEBTOR:

29. June 2011
Date of Execution

81 Centennial Road
Orangeville, ON L9W 3R1
Address of Debtor

IMB C BLOWMOLDING INC.

Per: _____
Name: Robert Starr
Title: Director

Per: _____
Name:
Title:

SECURED PARTY:

29/June/2011
Date of Execution

GE CANADA EQUIPMENT FINANCING G.P.
GE CANADA LEASING SERVICES COMPANY
GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.
GE CANADA ASSET FINANCING HOLDING COMPANY
GE TECHNOLOGY FINANCE
GE VFS CANADA LIMITED PARTNERSHIP
GE CAPITAL CANADA EQUIPMENT FINANCING & LEASING COMPANY

Per: _____
Name: Alvin Wong
Title: Account Manager

SCHEDULE

To the General Security Agreement ("GSA") made as of June 27, 2011 between I M B C Blowmolding Inc., as Debtor, GE Canada Equipment Financing G.P., GE Canada Leasing Services Company, General Electric Canada Equipment Finance G.P., GE Canada Asset Financing Holding Company, GE Technology Finance, GE VFS Canada Limited Partnership and GE Capital Canada Equipment Financing & Leasing Company as Secured Party

A. The Specific Agreements are the following (Section 1.01 of the GSA):

- including, but not limited to Equipment Loan and Security Agreement Number 15001164074, and all future agreements that may arise from time to time.

B. The permitted liens are the following (Sections 3.01(c) and 3.02(d) of the GSA):

- Security granted in favor of Bank of Montreal pursuant to a General Security Agreement recorded in Ontario under PPSA File Number 605227527 and registration numbers 20040505 1431 1862 4716, and 20090318 1451 1530 7878.

C. The Collateral locations and chief executive office of the Debtor are the following (Section 3.02(e) of the GSA):

- Chief Executive Office: 81 Centennial Road Orangeville, ON L9W 3R1
- Location of Business Records: 81 Centennial Road Orangeville, ON L9W 3R1
- Location(s) of Collateral: 81 Centennial Road Orangeville, ON L9W 3R1

D. Other Special Provisions: N/A

The parties acknowledge receipt of a fully executed copy of this Schedule which is incorporated by reference and deemed to be a part of the above-mentioned General Security Agreement.

DEBTOR:

29. June 2011
Date of Execution

I M B C BLOWMOLDING INC.

Per: _____
Name: Robert Starr
Title: President

Per: _____
Name:
Title:

SECURED PARTY:

GE CANADA EQUIPMENT FINANCING G.P.
GE CANADA LEASING SERVICES COMPANY
GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.
GE CANADA ASSET FINANCING HOLDING COMPANY
GE TECHNOLOGY FINANCE
GE VFS CANADA LIMITED PARTNERSHIP
GE CAPITAL CANADA EQUIPMENT FINANCING & LEASING COMPANY

29 / JUNE / 2011
Date of Execution

Per: _____
Name: Alvin Wong
Title: Account Manager

EXHIBIT “F”

This is Exhibit "F" referred to in the affidavit

of MICHAEL PISANI, SWORN BEFORE ME
this 6 **day of December, 2013**

Deepa Tailor

A COMMISSIONER FOR TAKING AFFIDAVITS

Deepa Tailor, a Commissioner,
etc., Province of Ontario,
while a Student-at-Law.
Expires May 4, 2015.

Ontario

Ontario.ca

Sign In > New Enquiry

Web Page ID: **WEnqResult** File Currency: **31OCT 2013** System Date: **01NOV2013**

All Pages

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
079089381	1	10	1	31	02OCT 2016	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
079089381		1	1		19961002 0817 0043 6029	P PPSA	10

	Date of Birth	First Given Name	Initial	Surname
Individual Debtor				

	Business Debtor Name	Ontario Corporation No.
Business Debtor	I M B C BLOWMOLDING INC.	

	Address	City	Province	Postal Code
	16 TIDEMAN DR. UNIT 7	ORANGEVILLE	ONT	L9V 4N6

	Date of Birth	First Given Name	Initial	Surname
Individual Debtor				

	Business Debtor Name	Ontario Corporation No.
Business Debtor		

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant
	ROBERT STARR

	Address	City	Province	Postal Code
	LOT 27, CONCESSION 4	CALEDON	ONT	L0N 1E0

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent
	DAVID WARGA

	Address	City	Province	Postal Code
	207 EDGELEY BLVD. UNIT 12B	CONCORD	ONT	L4K 4B5

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	IMBC BLOWMOLDING INC.				
File Currency	31OCT 2013				
	File Number	Family	of Families	Page	of Pages
	079089381	1	10	2	31

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20040804 1028 1862 9658	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	079089381		X	J OTHER		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	I M B C BLOWMOLDING INC.		

Other Change	Other Change
	SUBORDINATION

Reason / Description	Reason / Description
	FILE NO. 079089381 IN FAVOUR OF ROBERT STARR IS POSTPONED TO FILE
	NO. 605227527 IN FAVOUR OF BANK OF MONTREAL AS PER PRIORITY
	AGREEMENT DATED , 2004.

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Assignor	Assignor

Secured Party	Secured Party/ Lien Claimant/ Assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	SIMMONS, DASILVA & SINTON			
	Address	City	Province	Postal Code
	200-201 COUNTY COURT BOULEVARD	BRAMPTON	ONT	L6W 4L2

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	IMBC BLOWMOLDING INC.				
File Currency	31OCT 2013				
	File Number	Family	of Families	Page	of Pages
	079089381	1	10	3	31

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20060922 1705 1462 2647	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	079089381		X	A AMNDMNT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	I M B C BLOWMOLDING INC.		

Other Change	Other Change

Reason / Description	Reason / Description
	CHANGE OF ADDRESS FOR SECURED PARTY TO
	9 WOODLAND DRIVE
	ORANGEVILLE, ONTARIO, L9W 2Y9

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Assignor	Assignor

Secured Party	Secured Party/ Lien Claimant/ Assignee			
	ROBERT STARR			
	Address	City	Province	Postal Code
	9 WOODLAND DRIVE	ORANGEVILLE	ONT	L9W2Y9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	CHAPPELL BUSHELL STEWART			
	Address	City	Province	Postal Code
	#3310 20 QUEEN ST. WEST	TORONTO	ON	M5H3R3

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	IMBC BLOWMOLDING INC.				
File Currency	31OCT 2013				
	File Number	Family	of Families	Page	of Pages
	079089381	1	10	4	31

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20050922 1705 1462 2648	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	079089381			B RENEWAL	10	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	I M B C BLOWMOLDING INC.		

Other Change	Other Change
Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Assignor	Assignor
Secured Party	Secured Party/ Lien Claimant/ Assignee
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant			
	CHAPPELL BUSHELL STEWART			
	Address	City	Province	Postal Code
	#3310 20 QUEEN ST. WEST	TORONTO	ON	M5H3R3

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	IMBC BLOWMOLDING INC.						
File Currency	31OCT 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	643175343	2	10	5	31	06MAR 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
643175343		01	001		20080306 1036 1616 6363	P PPSA	6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	I M B C BLOWMOLDING INC.				
	Address		City	Province	Postal Code
	71 CENTENNIAL RD.		ORANGEVILLE	ON	L9W 3R1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	KEY EQUIPMENT FINANCE CANADA LTD.			
	Address	City	Province	Postal Code
	1122 INTERNATIONAL BLVD. SUITE 600	BURLINGTON	ON	L7L 6Z8

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	JCLD ONLINE			
	Address	City	Province	Postal Code
	16-1375 SOUTHDOWN RD STE 322	MISSISSAUGA	ONT	L5J 2Z1

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	IMBC BLOWMOLDING INC.						
File Currency	31OCT 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	659750202	3	10	6	31	11MAR 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
659750202		001	2		20100311 1041 6005 7510	P PPSA	04

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation No.
	I M B C BLOWMOLDING INC.			
	Address	City	Province	Postal Code
	71 CENTENNIAL RD	ORANGEVILLE	ON	L9W 3R1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	NATIONAL LEASING GROUP INC.			
	Address	City	Province	Postal Code
	1525 BUFFALO PLACE (2490606)	WINNIPEG	MB	R3T 1L9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X						

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ALL TELEPHONE SYSTEMS OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2490606 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS,

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
659750202	3	10	7	31	11MAR 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
659750202		002	2		20100311 1041 6005 7510		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ACCESSORIES AND SUBSTITUTIONS.

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
660906936	4	10	8	31	28APR 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
660906936		001	2		20100428 1230 6005 8360	P PPSA	04

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.
	I M B C BLOWMOLDING INC.	

Address	City	Province	Postal Code
81 CENTENNIAL RD	ORANGEVILLE	ON	L9W 3R1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	NATIONAL LEASING GROUP INC.			
	Address	City	Province	Postal Code
	1525 BUFFALO PLACE	WINNIPEG	MB	R3T 1L9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X						

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ALL COMPUTER SYSTEMS, SOFTWARE OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2496608 BETWEEN CATALYST FINANCE PARTNERS INC., AS ORIGINAL LESSOR AND THE DEBTOR, AS LESSEE, WHICH LEASE WAS ASSIGNED

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	IMBC BLOWMOLDING INC.						
File Currency	31OCT 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	660906936	4	10	9	31	28APR 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
660906936		002	2		20100428 1230 6005 8360		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	BY THE ORIGINAL LESSOR TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor

Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
665187948	5	10	10	31	15OCT 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
665187948		001	2		20101015 1303 6005 1334	P PPSA	04

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.
	I M B C BLOWMOLDING INC.	

Address	City	Province	Postal Code
81 CENTENNIAL RD	ORANGEVILLE	ON	L9W 3R1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant
	NATIONAL LEASING GROUP INC.

Address	City	Province	Postal Code
1525 BUFFALO PL (2513431)	WPG	MB	R3T 1L9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X						

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ALL COMPUTER SYSTEMS, SOFTWARE, EQUIPMENT OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2513431 BETWEEN CATALYST FINANCE PARTNERS INC., AS ORIGINAL LESSOR AND THE DEBTOR, AS LESSEE, WHICH LEASE WAS

Registering Agent	Registering Agent

Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
665187948	5	10	11	31	15OCT 2014	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
665187948		002	2		20101015 1303 6005 1334		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

	Address		City	Province	Postal Code
Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor		Business Debtor Name		Ontario Corporation No.	
	Address		City	Province	Postal Code
Secured Party		Secured Party / Lien Claimant			
	Address		City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ASSIGNED BY THE ORIGINAL LESSOR TO THE SECURED PARTY, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
669993039	6	10	12	31	18MAY 2017	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number		Registered Under	Registration Period
669993039		01	001		20110518 1936 6093 8300	P	PPSA	6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor		Business Debtor Name		Ontario Corporation No.	
	I M B C BLOWMOLDING INC.				
	Address		City	Province	Postal Code
	81 CENTENNIAL ROAD		ORANGEVILLE	ON	L9W 3R1
Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor		Business Debtor Name		Ontario Corporation No.	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	GE CANADA EQUIPMENT FINANCING G.P.			
	Address	City	Province	Postal Code

	2300 MEADOWVALE BLVD., SUITE 100						MISSISSAUGA	ONT	L5N 5P9	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
		X	X	X	X	X			X	
Motor Vehicle Description	Year		Make			Model			V.I.N.	
General Collateral Description	General Collateral Description									

Registering Agent	Registering Agent			
	GE CANADA EQUIPMENT FINANCING G.P. (KL)			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	IMBC BLOWMOLDING INC.						
File Currency	31OCT 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	669993048	7	10	13	31	18MAY 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
669993048		01	007		20110518 1936 6093 8301	P PPSA	10

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	I M B C BLOWMOLDING INC.				
	Address		City	Province	Postal Code
	81 CENTENNIAL ROAD		ORANGEVILLE	ON	L9W 3R1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	GE CANADA EQUIPMENT FINANCING G.P.			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			X

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	GE CANADA EQUIPMENT FINANCING G.P. (KL)			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

CONTINUED

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
669993048	7	10	14	31	18MAY 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
669993048		02	007		20110518 1936 6093 8301		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation No.**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation No.**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	GE CANADA LEASING SERVICES COMPANY			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
669993048	7	10	15	31	18MAY 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
669993048		03	007		20110518 1936 6093 8301		

	Date of Birth	First Given Name	Initial	Surname
Individual Debtor				

	Business Debtor Name	Ontario Corporation No.
Business Debtor		

Address	City	Province	Postal Code

	Date of Birth	First Given Name	Initial	Surname
Individual Debtor				

	Business Debtor Name	Ontario Corporation No.
Business Debtor		

Address	City	Province	Postal Code

Secured Party

Secured Party / Lien Claimant

GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.

Address	City	Province	Postal Code
2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description

General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
669993048	7	10	16	31	18MAY 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
669993048		04	007		20110518 1936 6093 8301		

	Date of Birth	First Given Name	Initial	Surname
Individual Debtor				

	Business Debtor Name	Ontario Corporation No.
Business Debtor		

Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor		Business Debtor Name		Ontario Corporation No.	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	GE CANADA ASSET FINANCING HOLDING COMPANY			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
669993048	7	10	17	31	18MAY 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
669993048		05	007		20110518 1936 6093 8301		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor		Business Debtor Name		Ontario Corporation No.	
	Address		City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor		Business Debtor Name		Ontario Corporation No.	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	GE TECHNOLOGY FINANCE			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search Business Debtor
Search Conducted On IMBC BLOWMOLDING INC.
File Currency 31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
669993048	7	10	18	31	18MAY 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
669993048		06	007		20110518 1936 6093 8301		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	GE VFS CANADA LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	IMBC BLOWMOLDING INC.						
File Currency	31OCT 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	669993048	7	10	19	31	18MAY 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
669993048		07	007		20110518 1936 6093 8301		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	Address		City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation No.	
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	GE CAPITAL CANADA EQUIPMENT FINANCING & LEASING COMPANY			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD. SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	IMBC BLOWMOLDING INC.						
File Currency	31OCT 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status

670099653	8	10	20	31	24MAY 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670099653		001	002		20110524 1620 1862 9870	P PPSA	2

	Date of Birth	First Given Name	Initial	Surname
Individual Debtor				

	Business Debtor Name	Ontario Corporation No.
Business Debtor	1309742 ONTARIO LTD.	1309742

	Address	City	Province	Postal Code
	71 CENTENNIAL ROAD	ORANGEVILLE	ON	L9W 3R1

	Date of Birth	First Given Name	Initial	Surname
Individual Debtor	13SEP1957	ROBERT	B	STARR

	Business Debtor Name	Ontario Corporation No.
Business Debtor		

	Address	City	Province	Postal Code
	81 CENTENNIAL ROAD	ORANGEVILLE	ON	L9W 3R1

	Secured Party / Lien Claimant
Secured Party	GEORGIAN TRIANGLE AND DUFFERIN COUNTY ECONOMIC DEVELOPMENT CORPORATION

	Address	City	Province	Postal Code
	450 HUME STREET, UNIT 2	COLLINGWOOD	ONT	L9Y 1W6

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X		250000		

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent
	BAULKE, AUGAITIS, STAHR LLP

	Address	City	Province	Postal Code
	150 HURONTARIO ST, P.O. BOX 100	COLLINGWOOD	ONT	L9Y 3Z4

CONTINUED

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
670099653	8	10	21	31	24MAY 2015	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670099653		002	002		20110524 1620 1862 9870		

	Date of Birth	First Given Name	Initial	Surname
Individual Debtor				

	Business Debtor Name	Ontario Corporation No.
Business Debtor	I M B C BLOWMOLDING INC.	848881

	Address	City	Province	Postal Code
	81 CENTENNIAL ROAD	ORANGEVILLE	ON	L9W 3R1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor		Business Debtor Name		Ontario Corporation No.
		Address	City	Province	Postal Code
Secured Party		Secured Party / Lien Claimant		
		Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages
670099653	8	10	22	31

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Registration Number
20130403 1735 1626 9592

Record Referenced	File Number	Change Required	Renewal Years
	670099653	B RENEWAL	2

Individual Debtor	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name		Ontario Corporation No.
	1309742 ONTARIO LTD.		

Registering Agent	Registering Agent/ Secured Party/ Lien Claimant			
	CENTRE FOR BUSINESS AND ECONOMIC DEVELOPMENT			
	Address	City	Province	Postal Code
	450 HUME STREET, UNIT # 2	COLLINGWOOD	ON	L9Y1W6

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
670687038	9	10	23	31	14JUN 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670687038		01	007		20110614 1937 6086 0219	P PPSA	10

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.
	IMBC BLOWMOLDING INC.	

Address	City	Province	Postal Code
71 & 81 CENTENNIAL ROAD	ORANGEVILLE	ON	L9W 3R1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant
	GE CANADA EQUIPMENT FINANCING G.P.

Address	City	Province	Postal Code
2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X	X	X	X			X

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent
	GE CANADA EQUIPMENT FINANCING G.P. (HP)

	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

CONTINUED

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	670687038	9	10	24	31	14JUN 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670687038		02	007		20110614 1937 6086 0219		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	IMBC BLOWMOLDING INC.						
File Currency	31OCT 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	670687038	9	10	25	31	14JUN 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670687038		03	007		20110614 1937 6086 0219		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address		City	Province / Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address		City	Province / Postal Code

Secured Party	Secured Party / Lien Claimant			
	GE CANADA LEASING SERVICES COMPANY			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount		No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	Date of Maturity or V.I.N.

General Collateral Description

General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search Business Debtor
Search Conducted On IMBC BLOWMOLDING INC.
File Currency 31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
670687038	9	10	26	31	14JUN 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670687038		04	007		20110614 1937 6086 0219		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor		Business Debtor Name		Ontario Corporation No.
		Address	City	Province / Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor		Business Debtor Name		Ontario Corporation No.
		Address	City	Province / Postal Code

Secured Party

Secured Party / Lien Claimant

GE TECHNOLOGY FINANCE

Address	City	Province	Postal Code
2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description

General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	IMBC BLOWMOLDING INC.						
File Currency	31OCT 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	670687038	9	10	27	31	14JUN 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670687038		05	007		20110614 1937 6086 0219		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address		City	Province / Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address		City	Province / Postal Code

Secured Party	Secured Party / Lien Claimant			
	GE CANADA ASSET FINANCING HOLDING COMPANY			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	IMBC BLOWMOLDING INC.						
File Currency	31OCT 2013						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	670687038	9	10	28	31	14JUN 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670687038		06	007		20110614 1937 6086 0219		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant
	GE VFS CANADA LIMITED PARTNERSHIP

Address	City	Province	Postal Code
2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent

Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
670687038	9	10	29	31	14JUN 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670687038		07	007		20110614 1937 6086 0219		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation No.

Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	GE CAPITAL CANADA EQUIPMENT FINANCING & LEASING COMPANY			
	Address	City	Province	Postal Code
	2300 MEADOWVALE BLVD. SUITE 100	MISSISSAUGA	ON	L5N 5P9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages
670687038	9	10	30	31

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
	01	001		20110621 1457 6093 8316	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	670687038			A AMNDMNT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	IMBC BLOWMOLDING INC.		

Other Change	Other Change

Reason / Description	Reason / Description
	TO AMEND DEBTOR NAME

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation No.

	I M B C BLOWMOLDING INC.			
	Address	City	Province	Postal Code
	81 CENTENNIAL ROAD	ORANGEVILLE	ONT	L9W 3R1

Assignor

Assignor

Secured Party

Secured Party/ Lien Claimant/ Assignee

Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description

General Collateral Description

Registering Agent

Registering Agent or Secured Party/ Lien Claimant

GE CANADA EQUIPMENT FINANCE G.P. (KL)

Address	City	Province	Postal Code
2300 MEADOWVALE BLVD., SUITE 100	MISSISSAUGA	ONT	L5N 5P9

END OF FAMILY

Type of Search	Business Debtor
Search Conducted On	IMBC BLOWMOLDING INC.
File Currency	31OCT 2013

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
670773978	10	10	31	31	17JUN 2015	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
670773978		01	001		20110617 1449 1530 8709	P PPSA	4

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	I M B C BLOWMOLDING INC.			
	Address	City	Province	Postal Code
	81 CENTENNIAL ROAD	ORANGEVILLE	ON	L9W 3R1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation No.
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	RPG RECEIVABLES PURCHASE GROUP INC.			
	Address	City	Province	Postal Code
	300 - 221 LAKESHORE ROAD EAST	OAKVILLE	ON	L6J 1H7

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

	x	x	x	x
Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description

General Collateral Description

Registering Agent	Registering Agent			
	CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

LAST PAGE

Note: All pages have been returned.

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All Pages

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LAST MODIFIED: DECEMBER 08, 2012

EXHIBIT “G”

This is Exhibit "G" referred to in the affidavit
of MICHAEL PISANI, SWORN BEFORE ME
this 6 **day of December, 2013**

Deepa Tailor

A COMMISSIONER FOR TAKING AFFIDAVITS

Deepa Tailor, a Commissioner,
etc., Province of Ontario,
while a Student-at-Law.
Expires May 4, 2015.

Miller Thomson
lawyers | avocats

MILLER THOMSON LLP
MILLERTHOMSON.COM

ONE LONDON PLACE • 255 QUEENS AVENUE, SUITE 3010
LONDON, ON • N6A 5R8 • CANADA

T 519.931.3500
F 519.659.6511

November 15, 2013

Alissa K. Mitchell
Direct Line: 519.931.3510
amitchell@millerthomson.com

File: 082877.0046

Delivered Via Registered and Ordinary Mail

I M B C Blowmolding Inc.
81 Centennial Road
Orangeville, ON L9W 3R1

- and –

I M B C Blowmolding Inc.
71 Centennial Road
Orangeville, ON L9W 3R1

Attention: Robert Starr

Dear Sir:

Re: I M B C Blowmolding Inc. ("IMBC") Indebtedness due to GE Canada Equipment Financing G.P.

We are the solicitors for GE Canada Equipment Financing G.P. ("GE") with respect to monies due and owing to GE by IMBC pursuant to an Equipment Loan and Security Agreement (No. 150011640074) dated June 27, 2011 (the "**Agreement**").

Pursuant to the Agreement, GE advanced the principal amount of $1,650,000 which sum is repayable in 60 monthly instalments of $32,674.31 each to finance the equipment described in the Agreement (the "**Equipment**"). It has come to the attention of GE that IMBC intends to sell all or substantially all of its assets, including, without limitation, the Equipment. In addition, IMBC failed to make payment of the instalment due November 7, 2013.

Pursuant to paragraph 13 of the Agreement, default occurs thereunder in the event, among others, IMBC makes or proposes to make any sale of the whole or any substantial portion of its assets in bulk, or otherwise out of the normal course of business. Moreover, pursuant to Article 6.01 of the General Security Agreement dated June 27, 2011 between IMBC and GE (the "**GSA**"), default occurs thereunder in the event, among others, IMBC becomes an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or makes or agrees to make an assignment, disposition or conveyance, whether by way of sale or otherwise, of its assets in bulk or GE believes in good faith that the prospect of payment or performance of any of the obligations due to GE is impaired and that the collateral is in danger of being lost, damaged or confiscated.

Pursuant to paragraph 14 of the Agreement and Article 6.02 of the GSA, upon default by IMBC, GE is entitled to declare all amounts owing pursuant to the Agreement to be immediately due and payable. The outstanding balance as at November 15, 2013 is $1,097,602.77. On behalf of GE, we hereby demand payment of the amount of $1,097,602.77, together with further interest accruing thereafter to the date of payment at the Financing Rate (as defined in the Agreement) of 7% per annum and accruing at the daily rate of $193.54 and all costs incurred by GE in relation to the collection of the amounts payable under the Agreement as herein demanded, including, without limitation, legal costs on a solicitor and his own client basis (collectively, the "**Indebtedness**"). The exact balance of the Indebtedness owing after November 15, 2013 will be provided for payout purposes upon request.

Unless payment or an arrangement satisfactory to GE for payment of the amounts demanded herein is made within ten (10) days of the date of this letter, GE will take such steps as are necessary in order to recover the amounts owing to it. Those steps will include the enforcement of GE's security as provided under the Agreement and the GSA. In that regard, enclosed is a notice pursuant to section 244 of the *Bankruptcy and Insolvency Act* which is hereby being served upon you.

Govern yourself accordingly.

Yours very truly,

MILLER THOMSON LLP

Per:

Alissa K. Mitchell
AKM/sj
Encl.
c: Carissa Mamon
Kurt Bjorklund
Michael Pisani
Marc Ethier

EXHIBIT "H"

This is Exhibit "H" referred to in the affidavit
of MICHAEL PISANI, SWORN BEFORE ME
this 6 **day of December, 2013**

Deepa Tailor

A COMMISSIONER FOR TAKING AFFIDAVITS

Deepa Tailor, a Commissioner,
etc., Province of Ontario,
while a Student-at-Law.
Expires May 4, 2015.

NOTICE OF INTENTION TO ENFORCE SECURITY

(SUBSECTION 244(1) OF *THE BANKRUPTCY AND INSOLVENCY ACT* AND RULE 124 OF *THE BANKRUPTCY AND INSOLVENCY GENERAL RULES*)

TO: **I M B C Blowmolding Inc., an Insolvent Person**

TAKE NOTICE THAT:

1. GE Canada Equipment Financing G.P. ("GE"), a secured creditor of I M B C Blowmolding Inc., intends to enforce its security on the property of the insolvent person, described as all present and after acquired real and personal property of whatsoever nature or kind including, without limitation, all inventory, equipment, accounts, instruments, intellectual property, contractual rights, securities, immovable property, goodwill, money and all proceeds derived from all or any portion thereof.

2. The security that is to be enforced is:

   (a) an Equipment Loan and Security Agreement (No. 150011640074) dated June 27, 2011; and

   (b) a General Security Agreement dated June 27, 2011,

   (collectively, the "Security").

3. The total amount of indebtedness secured by the Security, as at November 15, 2013 is the sum of $1,097,602.77 on account of principal and interest, with further interest accruing at the rate of 7% per annum ($193.54 per diem), to the date of payment together with all costs, and expenses, whether present or future, incurred by GE in effecting recovery of amounts payable under the Security as herein demanded.

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

DATED at London, Ontario this 15th day of November, 2013.

GE CANADA EQUIPMENT FINANCING G.P.
by its solicitors
MILLER THOMSON LLP
One London Place
255 Queens Avenue, Suite 2010
London, ON N6A 5R8

Per: _____
Alissa K. Mitchell
Tel: 519.931.3510
Fax: 519.858.8511

The undersigned hereby acknowledges receipt of notice pursuant to section 244 of the *Bankruptcy and Insolvency Act* (the "BIA") and waives, in its entirety, its entitlement to reasonable notice and the ten (10) day notice period set forth in the BIA and consents to the immediate enforcement of the Security herein described.

Dated this _____ day of _____, 2013.

I M B C BLOWMOLDING INC.

Per: _____
Name:
Title
I have authority to bind the Company

EXHIBIT "I"

This is Exhibit "I" referred to in the affidavit
of MICHAEL PISANI, SWORN BEFORE ME
this 6 **day of December, 2013**

Deepa Tailor

A COMMISSIONER FOR TAKING AFFIDAVITS

Deepa Tailor, a Commissioner,
etc., Province of Ontario,
while a Student-at-Law.
Expires May 4, 2015.

PRIORITIES AGREEMENT

THIS AGREEMENT dated as of this 30th day of June, 2011.

AMONG:

RPG RECEIVABLES PURCHASE GROUP INC., a corporation incorporated pursuant to the laws of the Province of Ontario,

(hereinafter referred to as "RPG")

-and-

GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P., GE CANADA ASSET FINANCING HOLDING COMPANY, GE VFS CANADA LIMITED PARTNERSHIP, GE TECHNOLOGY FINANCE, GE CANADA EQUIPMENT FINANCING G.P., GE CANADA LEASING SERVICES COMPANY

(hereinafter collectively referred to as "GE Canada")

-and-

GEORGIAN TRIANGLE AND DUFFERIN COUNTY ECONOMIC DEVELOPMENT CORPORATION

a corporation incorporated pursuant to the laws of the Province of Ontario,

(hereinafter referred to as "CBED")

-and-

I M B C BLOWMOLDING INC.

a corporation incorporated pursuant to the laws of the Province of Ontario,

(hereinafter referred to as the "Company")

RECITALS:

WHEREAS the Company has entered into a Master Receivables Purchase Agreement with RPG (as may be amended, restated or modified from time to time, the "MasterReceivables Purchase Agreement") and pursuant and subject to the terms of the MasterReceivables Purchase Agreement, RPG intends to purchase the Accounts Receivables of the Company, from time to time (the "Purchased Accounts Receivables");

AND WHEREAS the Company has entered into an Inventory Facility Agreement (as may be amended, restated or modified from time to time, the "Inventory Facility Agreement") and pursuant and subject to the Inventory Facility Agreement, RPG intends to provide inventory financing to the Company, from time to time;

AND WHEREAS in connection with the Master Receivables Purchase Agreement and the Inventory Facility Agreement, RPG has or intends to obtain security on Accounts Receivables of the Company, both present and future, as well as a general security agreement over all of the other personal property of the Company, to secure payment and performance by the Company of all its present and future obligations to RPG under the Master Receivables Purchase Agreement and any and all collateral documentation entered into pursuant thereto, which security interest will be perfected under the provisions of the *Personal Property Security Act* (Ontario) (the "PPSA");

AND WHEREAS the Company has entered into an Equipment Loan and Security Agreement with GE Canada (as may be amended, restated or modified from time to time, the "Equipment Loan Agreement") and pursuant to the terms of the Equipment Loan Agreement, GE intends to provide loan facilities to the Company to purchase certain equipment;

AND WHEREAS in connection with the Equipment Loan Agreement, GE has or intends to obtain security on certain equipment of the Company, as well as a general security agreement over all of the other personal property of the Company, to secure payment and performance by the Company of all its present and future obligations to GE Canada under the Equipment Loan Agreement and any other collateral documentation entered into pursuant thereto which security interest will be perfected under the provisions of the PPSA;

AND WHEREAS CBED has entered into a Loan Agreement with 1309742 Ontario Ltd. (as may be amended, restated or modified from time to time, the "1309 Loan Agreement") and pursuant to the terms of the 1309 Loan Agreement, the Company has agreed to guarantee the obligations of 1309742 Ontario Ltd. pursuant to the 1309 Loan Agreement (the "Guarantee");

AND WHEREAS in connection with the 1309 Loan Agreement, CBED has or intends to obtain a general security agreement over all personal property of the Company, to secure payment and performance by the Company of the Guarantee and any other collateral

documentation entered into pursuant thereto which security interest will be perfected under the provisions of the PPSA;

AND WHEREAS each of RPG, GE Canada and CBED wish to define and establish the relative priorities of their respective charges and security interests over and in the property, assets and undertakings of the Company;

NOW THEREFORE IN CONSIDERATION OF Ten Dollars ($10.00) paid by each of the Parties to the other and the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Definitions**

In this agreement:

"1309 Loan Agreement" has the meaning ascribed to it in the recitals;

"Accounts Receivables" means:

(a) All books, accounts and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advice of credit, which are now or may hereafter become due, owing or accruing or growing due to or owned by the Company; and

(b) All instruments, documents, notes, securities, cheques, security agreements, papers, books of account and records (including electronic data bases and records) evidencing or held as security for any of the foregoing,

other than:

(i) any Proceeds of or Accounts Receivables arising out of the sale, lease or other disposition of the Company's Assets, including the GE Inventory, other than Inventory.

"**Business Day**" means any day except Saturday, Sunday or a statutory holiday;

"**Cash Proceeds of Realization**" means the aggregate of (i) all Proceeds of Realization in the form of cash and (ii) all cash proceeds of the sale or disposition of non-cash Proceeds of Realization;

"**CBED Debt**" means all present and future indebtedness and liability now or hereafter owing by the Company to CBED whether direct or indirect, absolute or contingent, matured (by way of acceleration or otherwise) or unmatured including all interest accruing thereon at as well as costs of enforcement, sale, realization and collection in respect thereof (including reasonable legal fees) as allowed under the CBED Security or under applicable law including such other costs and expenses incurred by agents of such party or any Receiver appointed by such party and including the reasonable legal fees and disbursements incurred by such party or such Receiver appointed by it (but, in the case of the costs of enforcing the Security, restricted to the portion thereof which properly relates to realization upon the assets of the Company in respect of which such party has been granted a first priority in accordance with Section 3(a) of this Agreement);

"**CBED Security**" means all present and future security granted by the Company to CBED as security for the payment and performance of the CBED Debt;

"**Company's Assets**" means the Company's undertaking and all of its properties and assets, real and personal, movable and immovable, of whatsoever nature and kind and wheresoever situate, both present and future;

"**Demand**" means any notification by GE Canada, RPG or CBED to the Company of a demand for payment under any loan agreement or any Security;

"**Equipment Loan Agreement**" has the meaning ascribed to it in the recitals;

"**GE Canada Debt**" means all present and future indebtedness and liability now or hereafter owing by the Company to GE Canada whether direct or indirect, absolute or contingent, matured (by way of acceleration or otherwise) or unmatured including all interest accruing thereon at as well as costs of enforcement, sale, realization and collection in respect thereof (including reasonable legal fees) as allowed under the GE Canada Security or under applicable law including such other costs and expenses incurred by agents of such party or any Receiver

appointed by such party and including the reasonable legal fees and disbursements incurred by such party or such Receiver appointed by it (but, in the case of the costs of enforcing the Security, restricted to the portion thereof which properly relates to realization upon the assets of the Company in respect of which such party has been granted a first priority in accordance with Section 3(a) of this Agreement);

"**GE Canada Security**" means all present and future security granted by the Company to GE Canada as security for the payment and performance of the GE Canada Debt;

"**GE Inventory**" means all machinery and equipment and all other tangible personal property of the Company financed, whether directly or indirectly, by GE Canada and comprising the Company's Assets and all Proceeds thereof;

"**Guarantee**" has the meaning ascribed to it in the recitals;

"**Inventory**" means all goods now owned or used or hereafter acquired or used by the Company and held for sale, resale or lease including, without limitation, raw materials, work in process, materials used or consumed in the business of the Company, finished goods, packing and packaging goods and materials and other similar tangible personal property relating to such goods of the Company, and all substitutions, replacements and additions but expressly excluding the GE Inventory;

"**Inventory Facility Agreement**" has the meaning ascribed to it in recitals;

"**Master Receivables Purchase Agreement**" has the meaning ascribed to it in the recitals;

"**Obligations**" means the RPG Debt, the GE Canada Debt, and the CBED Debt;

"**Parties**" means collectively RPG, GE Canada, CBED and the Company and "Party" means one of them;

"**Purchased Receivables**" has the meaning ascribed to it in the recitals and for greater certainty such Purchased Receivables are no longer assets of the Company;

"**Proceeds**" means identifiable or traceable personal property in any form derived directly or indirectly from any dealing with the Company's Assets or the proceeds therefrom, including but

not limited to any payment representing indemnity or compensation for loss or damage to any of the Company's Assets or proceeds therefrom, trade-ins, lease or sale proceeds and cash;

"Proceeds of Realization" means all Proceeds (including money, choses in action, securities, assets and other property) derived from any sale or disposition of, or other enforcement or realization proceedings with respect to any of the Company's Assets (a) after any Demand, (b) upon any dissolution, liquidation, winding-up, reorganization [including any proposal under the *Bankruptcy and Insolvency Act* (Canada) and any reorganization under the *Companies' Creditors Arrangement Act* (Canada)], bankruptcy, insolvency or receivership of the Company or any other arrangement or marshalling of the Company's Assets that is similar thereto, (c) upon the enforcement of, or any action taken with respect to any of the Security, (d) as insurance or expropriation proceeds or any other payment representing indemnity or compensation for loss of, damage to or interruption in the business, operation or enjoyment of all or any part of the Company's Assets or any proceeds thereof (including money, choses in action, securites, assets and other property) or (e) as a result of the exercise of any right of set off or other similar right or remedy, in each case, net of all costs, charges and expenses or liabilities incurred in connection with such sale, disposition, enforcement or realization, including legal fees and all proper costs, charges, expenses and liabilities of any Receiver;

"Receiver" means one or more of a receiver, receiver-manager or receiver and manager of all or a portion of the undertaking, property and assets of the Company appointed by RPG, GE Canada or CBED pursuant to the Security or by a court of competent jurisdiction in respect of the Company or the Company's Assets;

"RPG Debt" means all present and future indebtedness and liability now or hereafter owing by the Company to RPG including pursuant to the Master Receivables Purchase Agreement and the Inventory Facility Agreement, whether direct or indirect, absolute or contingent, matured (by way of acceleration or otherwise) or unmatured including all interest accruing thereon at as well as costs of enforcement, sale, realization and collection in respect thereof (including reasonable legal fees) as allowed under the RPG Security or under applicable law including such other costs and expenses incurred by agents of such party or any Receiver appointed by such party and including the reasonable legal fees and disbursements incurred by such party or such Receiver appointed by it (but, in the case of the costs of enforcing the Security, restricted to the portion

thereof which properly relates to realization upon the assets of the Company in respect of which such party has been granted a first priority in accordance with Section 3(a) of this Agreement);

"RPG Security" means all present and future security granted by the Company to RPG as security for the payment and performance of the RPG Debt; and

"Security" means the GE Canada Security, the RPG Security and the CBED Security.

2. Consent

(a) Each Party hereto consents to the creation and issuance by the Company of the RPG Security, the GE Canada Security and the CBED Security and to the incurring by the Company of the indebtedness evidenced or secured thereby;

(b) Each Party hereby confirms and acknowledges that the creation and issuance of RPG Security, the GE Canada Security and the CBED Security and the incurring by the Company of the indebtedness evidenced or secured thereby does not constitute a default or event of default under the security provided in favour of such Party.

3. Priorities

(a) The Parties acknowledge and agree that the priorities of their respective security interests in the Company's Assets shall be as follows:

(i) with respect to the Company's Assets excluding the GE Inventory, RPG shall have first priority to the extent of the RPG Debt and the ultimate balance thereof;

(ii) with respect to the GE Inventory, GE Canada shall have first priority to the extent of the GE Canada Debt and the ultimate balance thereof; and

(iii) with respect to the GE Inventory, RPG shall have second priority to the extent of the RPG Debt and the ultimate balance thereof;

(iv) with respect to the Company's Assets (other than GE Inventory), GE Canada shall have a second priority to the extent of the GE Debt and ultimate balance thereof; and

(v) with respect to the Company's Assets, CBED shall have a third priority to the extent of the CBED Debt and the ultimate balance thereof.

(b) at the time of their purchase pursuant to the terms of the Master Receivables Purchase Agreement and provided GE Canada has not notified RPG in writing that the Company is in default of its obligations to GE Canada under the GE Canada Security, GE Canada and CBED each hereby agree to release its security interest, including any purchase money security interest (as defined in the PPSA), in the Purchased Receivables and their proceeds, whether cash or non-cash and including any goods sold under a Purchased Receivable that may be returned by the debtor of such Purchased Receivables and any proceeds of insurance on the Purchased Receivables or the goods conveyed under any of the Purchased Receivables (collectively the "Proceeds") so that RPG will acquire the Purchased Receivables free of the GE Canada Security and the CBED Security.

(c) Each of the Parties hereby subordinates its Security to and in favour of the other's Security to the extent necessary to give effect to the priorities referred to in Section 3(a) of this Agreement;

(d) The priorities and subordinations contained in this Agreement shall apply in all events and circumstances regardless of:

(i) anything contained in any prior agreement, document or instrument;

(ii) the dates or sequence of creation, execution, registration, delivery, perfection or reperfection of any security, agreement, document or instrument, or the dates of any advances of monies thereunder or pursuant thereto;

(iii) the date of any default by the Company pursuant to any security, agreement, document or instrument;

(iv) the dates or sequence in which any security is registered, attached, filed or recorded or becomes perfected;

(v) the giving of or the failure to give any notice to the Company or any other person;

(vi) the time or sequence in which any charge or security is crystallized;

(vii) the time or sequence of the commencement of any enforcement action;

(viii) the terms or provisions of any security, agreement, document or instrument;

(ix) any forbearance whatsoever as to time, performance or otherwise or any release, discharge, loss or alteration in or dealing with all or any part of any indebtedness, security, agreement, document or instrument;

(x) any defence, set off or counterclaim which any person may assert;

(xi) any insolvency proceeding in respect of the Company;

(xii) the method of perfection of the Security;

(xiii) the time or order of registration or filing of financing statements, land registration forms or other recording of the Security;

(xiv) any other matter which may affect the relative priorities of the Obligations and/or the Security; and

(xv) the priorities otherwise accorded by any applicable laws or any other factor of legal relevance establishing relative rights of enforcement.

(e) GE Canada, RPG and CBED hereby further acknowledge and agree that:

(i) any insurance proceeds received by the Company shall be dealt with according to the priorities and subordinations contained in this Agreement as though such insurance proceeds were paid or payable as Proceeds of

Realization of the collateral for which they compensate save and except any proceeds obtained pursuant to a $150,000 life insurance policy on Robert Starr obtained pursuant to the 1309 Loan Agreement, which proceeds shall be payable to CBED by the Company upon receipt of such proceeds;

(ii) if any of their respective security interests are claimed by a trustee in bankruptcy, or found by a court of competent jurisdiction, to be unenforceable, invalid, unregistered or unperfected, then the foregoing provisions of this Section 3 shall not apply to such security to the extent that such security is so claimed or found to be unenforceable, invalid, unregistered or unperfected as against a third party unless the Party shall be diligently contesting such claim or appealing such decision;

(iii) they shall permit the other and their employees, agents and contractors, access at all reasonable times to the Company's Assets upon which it has a prior charge or security interest in accordance with the terms hereof and, if Demand has been made or an event of default has occurred and is continuing under the security provided in favour of such other Party, to permit such other Party to remove such property or assets on which such other Party has a first priority charge from the premises of the Company at all reasonable times without interference, provided that such other Party shall promptly repair any damage caused to the premises by the removal of any such property or assets;

(iv) that they will within ten (10) days of making Demand or taking any action against the Company to enforce their Security give written notice to the other Parties of any such action taken by them against the Company, but failure to give such notice will not affect the priorities established by this Agreement. Such notice may be given prior to or forthwith after taking such action; and

(v) they will not, in any manner, challenge, contest or bring into question the validity, priority, perfection or enforceability of any of the Obligations or

the Security or take any action whereby the priorities set within this Agreement might be impaired or defeated.

4. **Enforcement and Remedies**

(a) RPG, GE Canada and CBED acknowledge that all covenants, provisions and restrictions contained herein are necessary and fundamental in order to establish their respective priorities in connection with the Security, and that a breach of any such covenant, provision or restriction would result in damages that could not adequately be compensated by monetary award. Accordingly, it is expressly agreed that, in addition to all other remedies available to it, including any action for damages, they will be entitled to the immediate remedy of a restraining order, interim injunction, injunction or other form of injunctive or other relief as may be decreed or issued by any court of competent jurisdiction to restrain or enjoin the other from breaching any such covenant, provision or restriction;

(b) All Proceeds of Realization not in the form of cash shall be forthwith delivered (subject to the acceptance of such delivery by the Party enforcing its Security) to the Party having priority hereunder over such property and sold or disposed of by such Party in such manner as such Party, in its sole and absolute discretion and in accordance with the standards imposed by applicable law, sees fit so as to produce Cash Proceeds of Realization;

All Cash Proceeds of Realization shall be applied and distributed and the Security shall be deemed to have the relative priorities which would result in the Cash Proceeds of Realization being applied and distributed in such a way so as to give effect to the provisions of this Agreement and the priorities created or intended to be created and established hereby; and

(c) If any Cash Proceeds of Realization, repayments or other payments are made to or received by a Party in contravention of this Agreement, such Party shall hold such Cash Proceeds of Realization, prepayments or payments in trust for the Party having priority hereunder over such Cash Proceeds of Realization and will

forthwith pay such Cash Proceeds of Realization, prepayments or payments to such Party.

5. Covenants of Company

(a) In consideration for the extension of credit by the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby:

(i) consents to the terms and conditions of this Agreement;

(ii) agrees that it shall acquire no rights pursuant to the terms and conditions of this Agreement; and

(iii) agrees that RPG, GE Canada and CBED may provide to each other at any time and from time to time any information in their possession or control in respect of the Company and its affairs including, without limitation, notice of any default or impending default.

6. General

(a) The Parties shall not take any action which defeats the priorities, postponements and subordinations set forth in this Agreement. Each Party hereby waives any right it may have to require the other Parties to marshall in its favour;

(b) Each Party shall do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the intent of this Agreement, provided, however, that no consent of the Company shall be necessary to any amendment of the terms hereof by the other Parties unless the interests of the Company are directly affected thereby;

(c) Without prejudice to any other method of giving notice, all communications provided for or permitted hereunder shall be in writing and delivered to the addressee by prepaid private courier or sent by telecopy or other direct written electronic means, to the applicable address and to the attention of the officer of the addressees as follows:

To RPG, at

300-221 Lakeshore Road East
Oakville, Ontario
L6J 1H7

Attention: Richard Sabourin, President
Fax No. 905-842-0242

To GE Canada, at:

2300 Meadowvale Blvd.
Suite 100
Mississauga, Ontario
L5N 5P9

Attention: Alvin Wong, Account Manager
Fax No. 866-993-6123

To CBED, at:

450 Hume St, Unit 2
Collingwood, ON
L9Y 1W6

Attention: Betty Langford, Loans Officer or Tillie MacDonald, General Manager

Fax No. 705-444-6082

To the Company, at:

81 Centennial Road
Orangeville, Ontario, Canada
L9W 3R1

Attention: Robert Starr, President
Fax No. 519-942-3404

Any communication transmitted by prepaid private courier shall be deemed to have been validly and effectively given or delivered on the Business Day after which it is confirmed delivered by private courier supplier. Any communication transmitted by telecopy or other direct written electronic means shall be deemed to have been validly and effectively given or delivered on the day on which it is transmitted, if transmitted on a Business Day on or before 5:00 p.m. (local time of

the intended recipient) and otherwise on the next following Business Day. Any Party may change its address for service by notice given in the foregoing manner;

(d) This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Agreement may be executed by facsimile or electronically, and any signature contained hereon by facsimile or electronically shall be deemed to be equivalent to an original signature for all purposes;

(e) This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns;

(f) If there is a conflict or inconsistency between the provisions of this Agreement and the provisions of the Security or any other agreement, document or instrument, as between RPG, GE Canada, CBED and the Company, the provisions of this Agreement will prevail, provided that nothing in this Agreement is intended to or will impair, as between the Company and each of RPG, GE Canada and CBED, respectively, the Obligations of the Company when due. For greater certainty, as between each of RPG, GE Canada and CBED and the Company, the applicable loan/lease/rental/financing agreements shall prevail;

(g) This Agreement contains the entire postponement and agreement between the parties hereto with respect to the indebtedness, liabilities and assets of the Company. If any provision of this Agreement shall be held invalid or unenforceable by any court having jurisdiction, this Agreement shall be construed as if not containing that provision, and the rights and obligations of the parties hereto shall be construed and enforced accordingly;

(h) Nothing in this Agreement will be construed as conferring any rights upon the Company or any third party. The terms and conditions hereof are and will be for the sole and exclusive benefit of RPG, GE Canada and CBED. The Company, by its execution of this Agreement, hereby agrees to be bound by, and will act in accordance with the terms, provisions and intent of this Agreement; however the

Company will not take any right, benefit or advantage in the Company being a Party to this Agreement, and this Agreement may be amended, modified, supplemented or restated without notice to or the consent of the Company. The Company hereby consents to each of RPG, GE Canada and CBED providing the other with such information, financial or otherwise, regarding the Company, the Obligations and the Security as RPG, GE Canada and CBED may deem advisable from time to time;

(i) As between RPG, GE Canada and CBED, nothing contained in this Agreement shall be construed as entitling such parties to receive any Proceeds of Realization in respect of which their Security has been judicially determined by final judgment to be invalid, unperfected or unenforceable against third parties. Furthermore, if any third party shall have a claim to any Proceeds of Realization in priority to or on a parity with the Party having a first priority to such Proceeds of Realization under the terms of this Agreement, but not in priority to or on a parity with the any other Party, then this Agreement shall not apply so as to diminish the rights (as such rights would have been but for the provisions hereof) of such other Party to such Proceeds of Realization. Nothing contained in this Agreement shall be construed as conferring any rights upon any person other than RPG, GE Canada and CBED;

(j) The Parties shall not assign their respective security interests without first obtaining a written agreement from the assignee under which the assignee agrees to be bound by the terms of this Agreement;

(k) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein;

(l) Each Party shall, at the requesting Party's cost, execute and deliver such further agreements and documents and provide such further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, shall do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide such assurances, undertakings and

information as may be reasonably required in order to give affect to the terms of this Agreement; and

[signature page to follow]

(m) None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by RPG, GE Canada and CBED. None of RPG, GE Canada nor CBED will by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any Party any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by RPG, GE Canada or CBED of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which such Party would otherwise have on any future occasion.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

RPG RECEIVABLES PURCHASE GROUP INC.

By: _____

Name: Richard Sabourin
Title: President

I have authority to bind the Corporation

GEORGIAN TRIANGLE AND DUFFERIN COUNTY ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Tillie MacDonald
Title: General Manager

I have authority to bind the Corporation

(m) None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by RPG, GE Canada and CBED. None of RPG, GE Canada nor CBED will by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any Party any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by RPG, GE Canada or CBED of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which such Party would otherwise have on any future occasion.

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I have authority to bind the Corporation

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By: _____

Name: Tillie MacDonald
Title: General Manager

I have authority to bind the Corporation

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RPG RECEIVABLES PURCHASE GROUP INC.

By: _____

Name: Richard Sabourin
Title: President

I have authority to bind the Corporation

GEORGIAN TRIANGLE AND DUFFERIN COUNTY ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Tillie MacDonald
Title: General Manager

I have authority to bind the Corporation

IMBC BLOWMOLDING INC.

By: _____

Name: Robert Starr
Title: President

I have authority to bind the Corporation

GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.

By: _____

Name:
Title:

I have authority to bind the Corporation

By: _____

Name:
Title:

I have authority to bind the Corporation

GE CANADA ASSET FINANCING HOLDING COMPANY

By: _____

Name:

Title:

I have authority to bind the Corporation

By: _____

Name:

Title:

I M B C BLOWMOLDING INC.

By: _____

Name: Robert Starr
Title: President

I have authority to bind the Corporation

GENERAL ELECTRIC CANADA EQUIPMENT FINANCE G.P.

By: _____

Name: Alvin Wong
Title: Account Manager

I have authority to bind the Corporation

By: _____

Name: Marc Ethier
Title: Senior Structuring Manager

I have authority to bind the Corporation

GE CANADA ASSET FINANCING HOLDING COMPANY

By: _____

Name: Alvin Wong
Title: Account Manager

I have authority to bind the Corporation

By: _____

Name: Marc Ethier
Title: Senior Structuring Manager

I have authority to bind the Corporation

GE VFS CANADA LIMITED PARTNERSHIP

By: _____
Name: Alvin Wong
Title: Account Manager

I have authority to bind the Corporation

By: _____
Name: Marc Ethier
Title: Senior Account Manager

I have authority to bind the Corporation

GE TECHNOLOGY FINANCE

By: _____
Name: Alvin Wong
Title: Account Manager

I have authority to bind the Corporation

By: _____
Name: Marc Ethier
Title: Senior Structuring Manager

I have authority to bind the Corporation

GE CANADA EQUIPMENT FINANCING G.P

By: _____
Name: ARLENE RAMNARINE
Title: REGIONAL ADMIN MGR

ALVIN WONG
ACCOUNT MANAGER

I have authority to bind the Corporation

GE CANADA LEASING SERVICES COMPANY

By: _____
Name: ARLENE RAMNARINE
Title: REGIONAL ADMIN MGR

ALVIN WONG
ACCOUNT MANAGER

I have authority to bind the Corporation

GE Canada Equipment Financing G.P. Applicant	and	I M B C Blowmolding Inc. Respondent	Court File No: CV-13

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF MICHAEL PISANI

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