

Court File No. CV-22-00691955-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**ROYAL BANK OF CANADA**

Plaintiff

and

**1731861 ONTARIO INC. operating as PLASTICAP, PETER J. GOSSMANN  
and THOMAS FRANK LATO**

Defendants

**SUPPLEMENTARY MOTION RECORD**  
(Returnable May 23, 2023)

May 18, 2023

**MINDEN GROSS LLP**  
Barristers and Solicitors  
2200 - 145 King Street West  
Toronto ON M5H 4G2

**Rachel Moses** (LSO# 42081V)  
[rmoses@mindengross.com](mailto:rmoses@mindengross.com)  
Tel: 416-369-4115  
Fax: 416-864-9223

Lawyers for Royal Bank of Canada

TO: **SERVICE LIST**

## SERVICE LIST

(Hearing Date: May 23, 2023)

NO.	NAME	METHOD OF SERVICE
1.	<b>1731861 ONTARIO INC. operating as PLASTICAP</b> 8600 Keele Street, Unit 11A Concord ON L4K 2N2	<b>BY E-MAIL TO:</b> <a href="mailto:equinoxgroup@bellnet.ca">equinoxgroup@bellnet.ca</a>
2.	<b>PETER J. GOSSMANN</b> 5 Oakington Place Mississauga ON L5N 3V9	<b>BY E-MAIL TO:</b> <a href="mailto:equinoxgroup@bellnet.ca">equinoxgroup@bellnet.ca</a>
3.	<b>THOMAS FRANK LATO</b> 6021 19 <sup>th</sup> Avenue Markham ON L3P 3J3	<b>BY E-MAIL TO:</b> <a href="mailto:equinoxgroup@bellnet.ca">equinoxgroup@bellnet.ca</a>
4.	<b>NICOLAS C. CANIZARES</b> Barrister and Solicitor 3500 Dufferin Street, Suite 400 Toronto, ON M3K 1N2  Lawyer for 1731861 Ontario Inc. operating as Plasticap, Peter J. Gossmann and Thomas Frank Lato	<b>BY E-MAIL TO:</b> <a href="mailto:equinoxgroup@bellnet.ca">equinoxgroup@bellnet.ca</a>
5.	<b>MSI SPERGEL INC.</b> 505 Consumers Road, Suite 200, Toronto ON M2J 4V8  <b>Mukul Manchanda</b> Tel: (416) 498-4314 E-Mail: <a href="mailto:mmanchanda@spergel.ca">mmanchanda@spergel.ca</a>  Proposed Receiver	<b>BY E-MAIL TO:</b> <a href="mailto:mmanchanda@spergel.ca">mmanchanda@spergel.ca</a>
6.	<b>HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO</b> as represented by Ministry of Finance Legal Services Branch 77 Bay Street, 11th Floor Toronto ON M5G 2C8  <b>Attention: Anthony R. Golding</b> Senior Counsel, Ministry of Finance Tel: (416) 938-5069 E-Mail: <a href="mailto:anthony.golding@ontario.ca">anthony.golding@ontario.ca</a>	<b>BY E-MAIL TO:</b> <a href="mailto:anthony.golding@ontario.ca">anthony.golding@ontario.ca</a>

NO.	NAME	METHOD OF SERVICE
7.	<p><b>CANADA REVENUE AGENCY</b>  c/o Department of Justice  Ontario Regional Office  The Exchange Tower, Box 36  130 King Street West, Suite 3400  Toronto ON M5X 1K6</p> <p><b>Attention: Diane Winters</b>  Tel: (416) 952-8563  E-Mail: <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a></p>	<p><b>BY E-MAIL TO:</b>  <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a></p>
8.	<p><b>INSOLVENCY UNIT</b>  Province of Ontario  E-Mail: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p>	<p><b>BY E-MAIL TO:</b>  <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p>

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# TAB 1

Court File No. CV-22-00691955-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**B E T W E E N:**

**ROYAL BANK OF CANADA**

Plaintiff

and

**1731861 ONTARIO INC. operating as PLASTICAP, PETER J. GOSSMANN and  
THOMAS FRANK LATO**

Defendants

**AFFIDAVIT OF JAN OROS  
(sworn May 18, 2023)**

I, **JAN OROS**, of the Town of Georgina, in the Regional Municipality of York, **MAKE OATH AND SAY:**

1. I am a Senior Manager of the Special Loans & Advisory Services Group of Royal Bank of Canada ("**RBC**"), with carriage of the RBC accounts of the defendant, 1731861 Ontario Inc. operating as Plasticap ("**Plasticap**"). As such, I have knowledge of the matters to which I hereinafter depose.

2. I am making this affidavit supplementary to my affidavits sworn December 21, 2022 and March 22, 2023. I will use the same defined terms as in my previous affidavits.

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3. The Endorsement, a copy of which is attached as **Exhibit "A"**, requires Plasticap to repay all Indebtedness to RBC by no later than May 19, 2023.

4. The Endorsement was made on Consent of the parties, including Plasticap. Plasticap was represented by legal counsel throughout the proceedings, including the appearance before Justice Wilton-Siegel.

5. My affidavit sworn March 22, 2023 details the prior default of Plasticap and breach of the Endorsement which entitled RBC, at that time, to take out the consent to receivership and consent to judgment. RBC did not do so and provided Plasticap with a brief accommodation.

6. Leading up to the repayment date of May 19, 2023, Ms. Moses sent email communications to Plasticap's lawyers inquiring about the status of repayment on May 1, 5 and 15, 2023. I am advised by Ms. Moses and believe that she did not receive any response from Plasticap's lawyers. A copy of Ms. Moses' email thread to Mr. Walters (without attachment) is attached as **Exhibit "B"**.

7. On May 18, 2023, Plasticap served a notice of change of lawyers appointing Nicolas Canizares as its lawyers.

8. At the time of swearing my affidavit, the Indebtedness remains outstanding, in excess of \$1.7 million, as follows:

- Term Loan 1 \$347,319.90
- Term Loan 2 \$450,829.88

- Operating Loan \$863,228.26
- Legal Fees \$49,074.29

9. The outstanding amount of the Indebtedness takes into account the partial reduction payments received since February 2023. A copy of the loan closing amounts for the Credit Facilities are attached as **Exhibit "C"**.

10. I make this affidavit in support of taking out the consent to receivership against Plasticap and the consent to judgment against the personal guarantors and for no other or improper purpose.

**SWORN** by Jan Oros of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on May 18, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:  
  
 ACEA021E088F451...

\_\_\_\_\_  
 Commissioner for Taking Affidavits  
 (or as may be)  
**Rachel Moses / LSO# 42081V**



\_\_\_\_\_  
**JAN OROS**



This is **Exhibit "A"** referred to

in the Affidavit of Jan Oros

Sworn this 18<sup>th</sup>

day of May, 2023.

DocuSigned by:

*Rachel Moses*

ACEA021E088F451

.....  
A Commissioner for Taking Affidavits



## SUPERIOR COURT OF JUSTICE

COUNSEL SLIPCOURT FILE NO.: CV-22-00691955-00CL DATE: 19 JANUARY 2023NO. ON LIST: 2TITLE OF PROCEEDING: ROYAL BANK OF CANADA v. 1731861 ONTARIO INC. et alBEFORE JUSTICE: JUSTICE WILTON-SIEGEL**PARTICIPANT INFORMATION****For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
RACHEL MOSES ( <i>counsel</i> )	Royal Bank of Canada	rmoses@mindengross.com

**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info
JOHN KRANJC ( <i>counsel</i> )	1731861 Ontario Inc., operating as Plasticap, Peter J. Grossman, and Thomas Frank Lato	jkranjc@regencylawgroup.ca

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info

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**ENDORSEMENT OF JUSTICE WILTON-SIEGEL:**

On consent, this matter is adjourned to May 23, 2023 (30 minutes) on the terms and conditions set out in Schedule "A" attached hereto.

*Wilton-Siegel*

## SCHEDULE "A"

Royal Bank of Canada ("**RBC**") and 1731861 Ontario Inc. operating as Plasticap (the "**Debtor**" or "**Plasticap**") agree to adjourn the receivership hearing currently scheduled for January 19, 2023 in Court File No. CV-22-00691955-00CL on the following additional terms and conditions:

1. Payment in the amount of \$200,000 shall be made to RBC by no later than **February 3, 2023** (the "**February Reduction Payment**"). The February Reduction Payment shall be supported by a signed letter from the donor confirming the source of these funds are from family/friends. RBC shall have the sole and absolute discretion to apply the February Reduction Payment to the indebtedness owing, as it sees fit.
2. Payment in the amount of \$200,000 shall be made to RBC by no later than **March 15, 2023** (the "**March Reduction Payment**"). The March Reduction Payment shall be supported by a signed letter from the donor confirming the source of these funds are from family/friends. RBC shall have the sole and absolute discretion to apply the March Reduction Payment to the indebtedness owing, as it sees fit.
3. Payment in the amount of \$50,000 shall be made to RBC by no later than **April 14, 2023** (the "**April Reduction Payment**"). RBC shall have the sole and absolute discretion to apply the April Reduction Payment to the indebtedness owing, as it sees fit;
4. All indebtedness owing by the Debtor under the Credit Agreement(s) with RBC, such as the Operating Facility, the Visa Facility, the two Term Loans and all legal and professional fees and costs, shall be repaid in full by **May 19, 2023**. The Debtor agrees to provide RBC with evidence satisfactory to RBC that all Canada Revenue Agency obligations for HST and source deductions are current as at the date of payout, being May 19, 2023;
5. Plasticap, Mr. Gossmann and Mr. Lato consent to the Receivership Order attached hereto as **Schedule "1"**, to be held in escrow, and to only be enforced by RBC in the event that Plasticap defaults with its obligations herein;
6. Mr. Gossmann and Mr. Lato consent to the Consent to Judgment attached hereto as **Schedule "2"**, to be held in escrow, and to only be enforced by RBC in the event that Plasticap defaults with its obligations under herein;
7. Plasticap shall provide monthly reporting of account receivables listing to RBC at the end of each month commencing January 31, 2023, i.e., the account receivables listing as of December 31, 2022 shall be provided by

January 31, 2023 and monthly reporting shall continue thereafter until May 19, 2023;

8. At RBC's discretion, RBC and/or its agent, on reasonable notice, shall be entitled to attend the premises of Hawk Plastics Ltd. and Polycap LLC for the purposes of appraising and confirming the list of Plasticap assets;
9. On or before **February 15, 2023**, Plasticap, Mr. Gossmann and Mr. Lato shall provide to RBC, evidence satisfactory to RBC, of the amount of indebtedness owing in connection with the real property known as 219 Joe Gillespie Drive, Lebanon, Virginia;
10. On or before **February 15, 2023**, Plasticap, Mr. Gossmann and Mr. Lato shall provide to the Bank, evidence satisfactory to the Bank, of the amount of indebtedness owing by Polycap LLC in connection with Polycap LLC's equipment/assets; and
11. On or before **February 15, 2023**, Plasticap shall provide to the Bank confirmation that Plasticap's insurance is renewed effective January 1, 2023 to December 31, 2023.

Schedule "1"

Court File No. CV-22-00691955-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE ~~MADAM~~ <sup>MISTER</sup> )  
JUSTICE ~~CONWAY~~ <sup>14. J. WILTON-SIEGEL</sup> )

THURSDAY, THE 19TH  
DAY OF JANUARY, 2023

Khr-S

ROYAL BANK OF CANADA

Plaintiff

- and -

1731861 ONTARIO INC. operating as PLASTICAP, PETER J. GOSSMANN and  
THOMAS FRANK LATO

Defendants

**ORDER**  
(appointing Receiver)

**THIS MOTION** made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing msi Spergel inc. as receiver [and manager] (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of 1731861 Ontario Inc. operating as Plasticap (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Jan Oros sworn December 21, 2022 and the Exhibits thereto, and on hearing the submissions of counsel for the Plaintiff, no one appearing for the Debtor although duly served as appears from the affidavit of service of Christine Cavarzan sworn December 21, 2022 and on reading the consent of msi Spergel inc. to act as the Receiver,

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**SERVICE**

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

**APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

**RECEIVER'S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all

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or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;



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- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$150,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.
- (s) to assign the Debtor into bankruptcy.

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

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

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

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant

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landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

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**NO INTERFERENCE WITH THE RECEIVER**

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

**CONTINUATION OF SERVICES**

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

**RECEIVER TO HOLD FUNDS**

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

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Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

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

#### **PIPEDA**

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally

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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security

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interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

#### **FUNDING OF THE RECEIVERSHIP**

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.



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

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

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

#### **SERVICE AND NOTICE**

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

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that

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any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

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

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

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

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

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

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

---

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "**Receiver**") of the assets, undertakings and properties 1731861 Ontario Inc. operating as Plasticap acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Order**") made in an action having Court file number CV-22-00691955-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MSI SPERGEL INC.**, solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

B E T W E E N

ROYAL BANK OF CANADA  
Plaintiff

-and-

1731861 ONTARIO INC. operating as PLASTICAP, et al  
Defendants  
Court File No. CV-22-00691955-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER**

**MINDEN GROSS LLP**  
Barristers and Solicitors  
2200 - 145 King Street West  
Toronto, ON M5H 4G2

**Rachel Moses (LSO# 42081V)**  
[rmoses@mindengross.com](mailto:rmoses@mindengross.com)  
Tel: 416-369-4115

Lawyers for the Plaintiff

(File No. 4130784)

Schedule "2"

Court File No. CV-22-00691955-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

) DAY, THE  
)  
) DAY OF , 2023

BETWEEN:

**ROYAL BANK OF CANADA**

Plaintiff

and

**1731861 ONTARIO INC. operating as PLASTICAP, PETER J.  
GOSSMANN and THOMAS FRANK LATO**

Defendants

**JUDGMENT**

**THIS MOTION** made by the plaintiff, Royal Bank of Canada ("RBC"), on consent, for judgment against the defendants, Peter J. Gossmann and Thomas Frank Lato, was heard this day in person at 330 University Avenue, Toronto, Ontario.

**ON READING** the notice of motion, including an affidavit of verification, bill of costs ("Bill of Costs") and the consent of the parties, filed,

1. **THIS COURT ORDERS** that defendant, Peter J. Gossmann, shall pay to RBC the sum of \$ (not to exceed the principal amount of \$1,120,000.00) in respect of his personal guarantee and postponement of claim limited to the principal amount of \$1,120,000.00 and dated July 26, 2020 in respect of the debts, liabilities and

- 2 -

obligations of 1731861 Ontario Inc. operating as Plasticap.

2. **THIS COURT ORDERS** that defendant, Thomas Frank Lato, shall pay to RBC the sum of (not to exceed the principal amount of \$1,120,000.00) in respect of his personal guarantee and postponement of claim limited to the principal amount of \$1,120,000.00 and dated July 26, 2020 in respect of the debts, liabilities and obligations of 1731861 Ontario Inc. operating as Plasticap.

3. **THIS COURT ORDERS** that the defendants are jointly and severally liable to pay to RBC the sum of \$ for professional fees and disbursements incurred by RBC in connection with this proceeding in accordance with their respective personal guarantee and postponement of claim to be verified by the Bill of Costs.

**THIS JUDGMENT BEARS INTEREST** as follows:

(a) On the judgment debt of \$1,120,000.00 as set out in above paragraph 1 payable by the defendant, Peter J. Gossmann, to RBC at the rate of RBC's prime interest rate per annum in effect from time to time plus 5.00% from the date of judgment.

(b) On the judgment debt of \$1,120,000.00 as set out in above paragraph 2 payable by the defendant, Thomas Frank Lato, to RBC at the rate of RBC's prime



- 2 -

interest rate per annum in effect from time to time plus 5.00% from the date of judgment.

(c) On the judgment debt of \$ \_\_\_\_\_ as set out in above paragraph 3 payable by the defendants to RBC at the rate of RBC's prime interest rate per annum in effect from time to time plus 5.00% from the date of judgment.

---

B E T W E E N

ROYAL BANK OF CANADA  
Plaintiff

-and-

1731861 ONTARIO INC. operating as PLASTICAP, et al.  
Defendants

Court File No. CV-22-00691955-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**JUDGMENT**

**MINDEN GROSS LLP**  
Barristers and Solicitors  
2200 - 145 King Street West  
Toronto, ON M5H 4G2

**Rachel Moses** (LSO# 42081V)  
rmoses@mindengross.com  
Tel: 416-369-4115

Lawyers for the Plaintiff, Royal Bank of Canada

(File No. 4130784)

This is **Exhibit "B"** referred to  
in the Affidavit of Jan Oros  
Sworn this 18<sup>th</sup>  
day of May, 2023.

DocuSigned by:  
*Rachel Moses*

.....AGEA021E088F451.....  
A Commissioner for Taking Affidavits

---

**From:** Rachel Moses  
**Sent:** Monday, May 15, 2023 1:41 PM  
**To:** Stephen Walters <sdw@business-law.biz>; 'John Kranjc' <jkranjc@regencylawgroup.ca>  
**Cc:** 'Peter Gossmann' <pgossmann@plasticap.com>; Tom Plasticap <tlato@plasticap.com>; Oros, Jan <jan.oros@rbc.com>  
**Subject:** RE: 1731861 Ontario Inc. - Plasticap - April Payment Due Today

Hi Stephen,

It is very concerning that my email communications sent on May 1, 2023 and May 5, 2023 (below), in connection with the repayment of Plasticap's indebtedness to RBC have been ignored.

As you and your clients are aware, under the Endorsement of Justice Wilton-Siegel (attached), the indebtedness must be repaid on or before **May 19, 2023**, failing which RBC is entitled to take out the consent to receivership order and consent to judgment on Tuesday, May 23, 2023.

Would you kindly respond to this email, **before 2 p.m. on Wednesday, May 17, 2023**, as to whether your clients will be in a position to repay all indebtedness owing to RBC by May 19, 2023. If we do not hear from you by 2 p.m. on Wednesday, May 17, 2023, we will immediately prepare materials to the Court advising that i) the hearing is proceeding on May 23, 2023 to take out the consent to receivership order and consent to judgment and ii) the basis for RBC's request and non-compliance with the Endorsement of Justice Wilton-Siegel. As you know, your clients are liable for all costs incurred by RBC in connection with enforcement of its security. We trust that we will hear from you shortly.

In the interim, RBC reserves its rights and remedies.

---

**Rachel Moses** | T: 416.369.4115 | F: 416.864.9223 | [www.mindengross.com](http://www.mindengross.com)  
MERITAS LAW FIRMS WORLDWIDE

---

**From:** Rachel Moses  
**Sent:** Friday, May 05, 2023 3:13 PM  
**To:** 'Stephen Walters' <sdw@business-law.biz>; 'John Kranjc' <jkranjc@regencylawgroup.ca>  
**Cc:** 'Peter Gossmann' <pgossmann@plasticap.com>; 'Tom Plasticap' <tlato@plasticap.com>; 'Oros, Jan' <jan.oros@rbc.com>  
**Subject:** RE: 1731861 Ontario Inc. - Plasticap - April Payment Due Today

Hi Stephen,

May I please have response to my email from Monday. The payout debt is May 19, 2023 – two weeks from now. Is financing arranged and firm to repay all indebtedness owing?

---

**Rachel Moses** | T: 416.369.4115 | F: 416.864.9223 | [www.mindengross.com](http://www.mindengross.com)  
MERITAS LAW FIRMS WORLDWIDE

---

**From:** Rachel Moses  
**Sent:** Monday, May 01, 2023 8:56 AM  
**To:** 'Stephen Walters' <[sdw@business-law.biz](mailto:sdw@business-law.biz)>; 'John Kranjc' <[jkranjc@regencylawgroup.ca](mailto:jkranjc@regencylawgroup.ca)>  
**Cc:** 'Peter Gossmann' <[pgossmann@plasticap.com](mailto:pgossmann@plasticap.com)>; Tom Plasticap <[tlato@plasticap.com](mailto:tlato@plasticap.com)>; Oros, Jan <[jan.oros@rbc.com](mailto:jan.oros@rbc.com)>  
**Subject:** RE: 1731861 Ontario Inc. - Plasticap - April Payment Due Today

Hi Stephen,

The due date for repayment of all indebtedness, which must be supported by evidence that CRA liabilities are current, is May 19, 2023. Please provide a detailed response with supporting evidence on the status of financing to repay all indebtedness by no later than May 19, 2023.

---

**Rachel Moses** | T: 416.369.4115 | F: 416.864.9223 | [www.mindengross.com](http://www.mindengross.com)  
MERITAS LAW FIRMS WORLDWIDE

---

**From:** Stephen Walters <[sdw@business-law.biz](mailto:sdw@business-law.biz)>  
**Sent:** Friday, April 14, 2023 2:21 PM  
**To:** Rachel Moses <[RMoses@mindengross.com](mailto:RMoses@mindengross.com)>; 'John Kranjc' <[jkranjc@regencylawgroup.ca](mailto:jkranjc@regencylawgroup.ca)>  
**Cc:** 'Peter Gossmann' <[pgossmann@plasticap.com](mailto:pgossmann@plasticap.com)>; Tom Plasticap <[tlato@plasticap.com](mailto:tlato@plasticap.com)>; Oros, Jan <[jan.oros@rbc.com](mailto:jan.oros@rbc.com)>  
**Subject:** Re: 1731861 Ontario Inc. - Plasticap - April Payment Due Today

Rachel, tomorrow, Saturday, is the 15th. Funds will be delivered next business day, Monday.

Thanks, S

---

**From:** Rachel Moses <[RMoses@mindengross.com](mailto:RMoses@mindengross.com)>  
**Sent:** Friday, April 14, 2023 10:38:27 AM  
**To:** Stephen Walters <[sdw@business-law.biz](mailto:sdw@business-law.biz)>; 'John Kranjc' <[jkranjc@regencylawgroup.ca](mailto:jkranjc@regencylawgroup.ca)>  
**Cc:** 'Peter Gossmann' <[pgossmann@plasticap.com](mailto:pgossmann@plasticap.com)>; Tom Plasticap <[tlato@plasticap.com](mailto:tlato@plasticap.com)>; Oros, Jan <[jan.oros@rbc.com](mailto:jan.oros@rbc.com)>  
**Subject:** 1731861 Ontario Inc. - Plasticap - April Payment Due Today

**CAUTION:** This email originated from a sender outside of Stephen Walters Professional Corp. Do not click this, open attachments or respond unless you recognize the sender and know the content is safe.

Hello Stephen and John,

The \$50,000 April Payment is due today in accordance with the Endorsement of Justice Wilton-Siegel. Please provide the wire confirmation once the wire has been initiated today. Failure to make the \$50,000 payment today entitles the Bank to proceed with taking out the receivership order and consent to judgment.

The Bank reserves all of its rights and remedies.



**RACHEL MOSES**

T: [416.369.4115](tel:416.369.4115) F: 416.864.9223 [www.mindengross.com](http://www.mindengross.com)  
145 King St. West, Suite 2200, Toronto, ON M5H 4G2  
Save contact details: [Rachel Moses](#)

MERITAS LAW FIRMS WORLDWIDE

This communication is for the use of the individual or entity named herein and contains information that may be privileged and confidential. If you are not the intended recipient, any dissemination, distribution or copying of this message or its contents is strictly prohibited. If you have received this message in error, please advise the sender immediately.

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**From:** Kidd, Cassandra (MAG) [<mailto:Cassandra.Kidd@ontario.ca>]  
**Sent:** Thursday, January 19, 2023 2:08 PM  
**To:** Rachel Moses <[RMoses@mindengross.com](mailto:RMoses@mindengross.com)>; [jkranjic@regencylawgroup.ca](mailto:jkranjic@regencylawgroup.ca)  
**Subject:** RBC v. 1731861 Ontario Inc. / CV-22-00691955-00CL  
**Importance:** High

Good afternoon counsel,

On behalf of Mr. Justice Wilton-Siegel, attached please find His Honour's endorsement of today's date in the above-noted matter.

Kindly confirm receipt of this email.

Thank you,

Kassandra Kidd  
Judicial Assistant  
Superior Court of Justice  
361 University Avenue  
Toronto, ON M5G 1T3  
Email: [Cassandra.Kidd@ontario.ca](mailto:Cassandra.Kidd@ontario.ca)  
Tel: (416) 327-5129  
Fax: (416) 327-5417

This is **Exhibit "C"** referred to

in the Affidavit of Jan Oros

Sworn this 18<sup>th</sup>

day of May, 2023.

DocuSigned by:

*Rachel Moses*

A Commissioner for Taking Affidavits

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## Close Inquiry

2023 / 05 / 18

 OLB014I - Reply messages completed


 W994 PRIVATE/COMMERCIAL BANKING LOAN


^ - Required Information


### Transaction 230 - Close Inquiry

^ **Loan Account Number:**  **Print:**  Yes  No

^ **Loan Number:**

**BackDate Code:**  

**Effective date (YYYY / MM / DD):**  /  /  

^ **Inquiry Purpose:**  

**Find**

**Clear**

### Results

**Inquiry Type:** CLOSE INQ **Inquiry Date:** MAY 18/23 **Inquiry Time:** 11:37:36

**Loan Account Number - Segment:** 29918654-006

<b>Short Name:</b>	1731861 ONTARIO	<b>Deferred Indicator:</b>	N
<b>Loan Officer Number:</b>	373	<b>Fees Owing:</b>	0.00
<b>Loan Description:</b>	ROYAL CR LINE	<b>Uncollected Interest:</b>	39,784.37
<b>Status:</b>	RI	<b>Net Capitalization:</b>	39,784.37
<b>Inquiry Effective Date:</b>	MAY 18/23	<b>Deferred Income:</b>	0.00
<b>Outstanding Loan:</b>	858,725.25	<b>Exess Kilometer Charge:</b>	N/A
<b>Interest to Date:</b>	4,503.01	<b>Student Interest:</b>	0.00
<b>Insurance to Date:</b>	0.00	<b>Interest Relief Months:</b>	
<b>Loan Closing Amount:</b>	863,228.26	<b>PSED:</b>	N/A
<b>Amort Term Remaining:</b>	N/A		
<b>Per Diem Interest:</b>	204.68		
<b>Payment / Maturity Date:</b>	N/A		

**Cancel**

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## Close Inquiry

2023 / 05 / 18

 OLB014I - Reply messages completed


 W994 PRIVATE/COMMERCIAL BANKING LOAN


^ - Required Information


### Transaction 230 - Close Inquiry

^ **Loan Account Number:**  **Print:**  Yes  No

^ **Loan Number:**

**BackDate Code:**  

**Effective date (YYYY / MM / DD):**  /  /  

^ **Inquiry Purpose:**  

**Find**

**Clear**

### Results

**Inquiry Type:** CLOSE INQ **Inquiry Date:** MAY 18/23 **Inquiry Time:** 11:35:49

**Loan Account Number - Segment:** 29918654-004

**Short Name:** 1731861 ONTARIO **Deferred Indicator:**

**Loan Officer Number:** 373

**Loan Description:** DEMAND LOAN

**Status:** RI

**Inquiry Effective Date:** MAY 18/23

**Outstanding Loan:** 341,861.19

**Interest to Date:** 5,458.72

**Insurance to Date:** 0.00

**Loan Closing Amount:** 347,319.91

**Amort Term Remaining:** 028

**Per Diem Interest:** 30.16

**Payment / Maturity Date:** DEC 18/22

**Cancel**

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## Close Inquiry

2023 / 05 / 18

 OLB014I - Reply messages completed

 W994 PRIVATE/COMMERCIAL BANKING LOAN


^ - Required Information

### Transaction 230 - Close Inquiry

^ **Loan Account Number:**  **Print:**  Yes  No

^ **Loan Number:**

**BackDate Code:**  

**Effective date (YYYY / MM / DD):**  /  /  

^ **Inquiry Purpose:**  

**Find**

**Clear**

### Results

**Inquiry Type:** CLOSE INQ **Inquiry Date:** MAY 18/23 **Inquiry Time:** 11:39:14

**Loan Account Number - Segment:** 29918654-007

**Short Name:** 1731861 ONTARIO **Deferred Indicator:**

**Loan Officer Number:** 340

**Loan Description:** DEMAND LOAN

**Status:** RI

**Inquiry Effective Date:** MAY 18/23

**Outstanding Loan:** 439,985.62

**Interest to Date:** 10,844.26

**Insurance to Date:** 0.00

**Loan Closing Amount:** 450,829.88

**Amort Term Remaining:** 046

**Per Diem Interest:** 56.78

**Payment / Maturity Date:** DEC 08/22

**Cancel**

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**B E T W E E N**

**ROYAL BANK OF CANADA**  
Plaintiff

-and-

1731861 ONTARIO INC. operating as PLASTICAP, et al.  
Defendants  
Court File No. CV-22-00691955-00CL

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

Proceeding commenced at Toronto

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**AFFIDAVIT OF JAN OROS**

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**MINDEN GROSS LLP**  
Barristers and Solicitors  
2200 - 145 King Street West  
Toronto, ON M5H 4G2

**Rachel Moses** (LSO#42081V)  
[rmoses@mindengross.com](mailto:rmoses@mindengross.com)  
Tel: 416-369-4115

Lawyers for Royal Bank of Canada

(File No. 4130784)

B E T W E E N

ROYAL BANK OF CANADA  
Plaintiff

-and-

1731861 ONTARIO INC. operating as PLASTICAP, et al.  
Defendants

Court File No. CV-22-00691955-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

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**SUPPLEMENTARY MOTION RECORD**

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**MINDEN GROSS LLP**  
Barristers and Solicitors  
2200 - 145 King Street West  
Toronto, ON M5H 4G2

**Rachel Moses** (LSO# 42081V)  
[rmoses@mindengross.com](mailto:rmoses@mindengross.com)  
Tel: 416-369-4115

Lawyers for the Plaintiff, Royal Bank of Canada

(File No. 4130784)