

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

NEXKEMIA PETROCHEMICALS INC. /
NEXKEMIA PETROCHIMIE INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): April 26, 2016

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: BDC Capital Inc.

Internal Address: _____

Street Address: 5 Place Ville-Marie

Suite 500

City: Montreal

State: Quebec

Country: Canada

Zip: H3B 5E7

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

8772362, 20150291759

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Kaufman Laramée L.L.P.

Internal Address: Me Kim Toffoli

Street Address: Kaufman Laramée L.L.P.

800 René-Lévesque Blvd. West, Suite 2220

City: Montreal

State: Quebec

Zip: H3B 1X9

Phone Number: 514-871-5313

Docket Number: 12529-49

Email Address: ktoffoli@klcanada.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

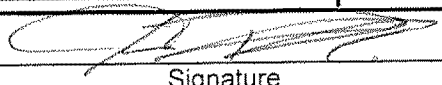
- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number SEE PTO-2038

Authorized User Name _____

9. Signature:


Signature

April 29, 2016

Date

Me Kim Toffoli, attorney

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 53

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$80.00

K A U F M A N
L A R A M E E

2

RECEIVING PARTY / CREDITOR

Mr. Bernard Melameth
BDC CAPITAL INC.
5 Place Ville-Marie
Suite 500
Montreal, Quebec, H3B 5E7

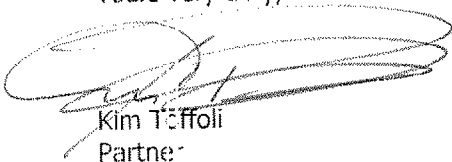
CONVEYING PARTY / REGISTERED OWNER OF PATENTS

NEXKEMIA PETROCHEMICALS INC. /
NEXKEMIA PÉTROCHIMIE INC.
24 Bellevue Street
Mansenville, Quebec, J0E 1X0

In accordance with the Federal Rules of Practice 37 C.F.R. 1.21 (h) and 3.41, we enclose herewith a PTO-1595 Form for recordation and would hereby request that the Security Agreement be recorded against each of the aforementioned Patents and Patents Applications and confirmation of same be returned to the undersigned. Please find enclosed herewith a PTO2038 Form for payment of the fees required for the registration of the aforementioned Security Agreement.

We trust you will find the whole in order and would ask you to communicate with the undersigned should you have any questions or require further documentation with respect to the above and the enclosed.

Yours very truly,



Kim Toffoli
Partner
ktoffoli@klcanada.com
1-514-871-5313

Encl.

cc. Mr. Bernard Melameth

UNIVERSAL HYPOTHEC
FOR PRESENT AND FUTURE OBLIGATIONS

On this twenty-sixth day of April two thousand sixteen

BEFORE Me Judy Cantley, the undersigned Notary for the Province of Quebec, practicing in Montreal.

A P P E A R E D:

BDC CAPITAL INC., a wholly-owned subsidiary of Business Development Bank of Canada, duly constituted in accordance with the *Canada Business Corporations Act*, having a place of business in the City of Montreal at 5 Place Ville-Marie, Suite 500, Province of Quebec, H3B 5E7, herein acting and represented by Mr. Benoit MIGNACCO, its Managing Director, Growth & Transition Capital and Mr. Bernard MELAMETH, its Director, Growth & Transition Capital, hereunto duly authorized by a resolution of its sole shareholder, Business Development Bank of Canada, adopted on the thirtieth day of July, Two thousand and fourteen (July 30, 2014), themselves represented by Kim TOFFOLI, of the law firm Kaufman Laramée L.L.P., pursuant to a power of attorney under private seal dated the first day of April, Two thousand and sixteen (April 1, 2016); the certified extract of the resolution and the power of attorney are appended hereto as Schedule "A" after having been acknowledged as true and signed for identification by the representative in the presence of the undersigned Notary;

The notice of address of BDC Capital Inc. is registered at the Registry Office of Brôme under number 6 509 081 and at the Personal and Movable Real Rights Registry Office under number 034336.

("BDCC")

A N D:

NEXKEMIA PETROCHEMICALS INC. / NEXKEMIA PÉTROCHIMIE INC., a corporation legally incorporated under the *Canada Business Corporations Act*, registered at the Enterprise Registrar (Quebec) under number 1165222283, having its head office located at 24 Bellevue Street, in Mansonville, Province of Quebec, J0E 1X0, represented hereto by **Pierre BEAUDRY**, its General Manager, duly authorized hereto by resolutions of the Board of Directors dated the eighth day of April, Two thousand and sixteen (April 8, 2016), a certified copy of which is appended hereto as Schedule "B" after having been acknowledged as true and signed for identification by its General Manager in the presence of the undersigned Notary;

(the "Debtor")

WHO HAVE DECLARED AND AGREED AS FOLLOWS:**I. THE SECURED OBLIGATIONS**

The hypothec and security interest in this agreement are granted to secure all obligations, present and future, direct or indirect, absolute or contingent, matured or not, whether incurred alone or with any other person, in whatever capacity, as borrower, investee, guarantor or otherwise, of the Debtor towards BDCC (the "**Secured Obligations**").

Without limiting the generality of the foregoing, the Secured Obligations include, without limitation, all obligations incurred by the Debtor under or as a consequence of the following documents, as well as any renewals, replacements, additions or modifications, substitutions or reformulations made to them, where required:

- i. The Letter of Offer of Financing and its schedules issued by BDCC in favour of the Debtor on April 5, 2016 (collectively, the "**Letter of Offer**").

A copy of the Letter of Offer is attached hereto as Schedule "C" to have effect as if stated herein at length.

- ii. Any promissory note which evidences the indebtedness of the Debtor to BDCC in respect of the financing granted to the Debtor by BDCC pursuant to the Letter of Offer;
- iii. Any other letter of offer, loan or credit agreement or any other document of similar nature, in relation to any other loan granted by BDCC to the Debtor from time to time;
- iv. Any guarantee granted from time to time by the Debtor to BDCC; and
- v. The present deed.

II. HYPOTHEC

1. To secure the performance and payment of the Secured Obligations, the Debtor hypothecates and creates a security interest in the universality of all its property, movable and immovable, corporeal and incorporeal, present and future, of whatever nature and wherever situated (the "**mortgaged property**") for the sum of thirteen million dollars (\$13,000,000.00), with interest at the rate of twenty-five percent (25%) per annum from the date hereof. The terms "mortgaged property" also include the property described in paragraph 2.

Without limiting the generality of the foregoing, the mortgaged property includes the universality of the intellectual property of the Debtor, present and future, including, without limitation, patents, trademarks, domain names, source codes, business names, trade names, licences, permits, copyrights, industrial designs, trade secret, know-how, goodwill and any other forms of intellectual property including those already known, including, without limitation, the

intellectual property listed in Schedule "D" of this hypothec (the "Intellectual Property").

Furthermore and without limiting the generality of the foregoing, this hypothec namely affects the immovable described hereafter, all present and future rents generated by the immovable and by the Debtor's other immovable, all present and future movable property which is presently or will in the future be physically attached or joined to the immovable as well as the indemnities payable under insurance contracts covering all said property:

DESCRIPTION

The immovable known and designated as follows:

- a) An emplacement being lot number **ONE THOUSAND ONE HUNDRED AND SIXTY-ONE (1161)** of the official cadastre and registration division hereinafter mentioned;

Official cadastre of the emplacement: **Canton de Potton.**
Registration division of the emplacement: **Brome.**

- b) An emplacement being lot number **ONE THOUSAND ONE HUNDRED AND SEVENTY-ONE (1171)** of the official cadastre and registration division hereinafter mentioned;

Official cadastre of the emplacement: **Canton de Potton.**
Registration division of the emplacement: **Brome.**

Address of the emplacement: **16-24 Bellevue Street, Mansonville (Quebec) J0E 1X0.**

With a servitude of right of passage by foot or by vehicles against parts of lot number **653** and of lot number **684**, created under the terms of a deed published at the registry office of the aforementioned registration division under number **16 318 884**.

With a servitude of right of passage to install, maintain, repair or replace any pipes now existing or existing in the future in favour of lot **1171** against parts of lot number **653** and of lot number **654**, created under the terms of a deed published at the registry office of the aforementioned registration division under number **155 916**.

If the hypothec affects more than one immovable, the term "immovable" means any and all hypothecated immovable.

2. The following property, to the extent that it is not already included in the description in paragraph 1 above, is also charged by the hypothec and security interest constituted hereunder:

- a) the proceeds of any sale, lease or other disposal of the property described in paragraph 1 hereinabove, any debt resulting from such sale, lease or other disposal, as well as any property acquired to replace the mortgaged property;
- b) any insurance or expropriation proceeds payable in respect of the mortgaged property;

- c) the principal and income of the mortgaged property as well as any rights, accessories and intellectual property attached to the mortgaged property;
- d) where the property described in paragraph 1 hereinabove includes shares or securities, all other shares and securities issued in replacement of these shares or securities; and
- e) all deeds, titles, documents, records, registers, invoices and books of account evidencing the mortgaged property or relating thereto.

III. ADDITIONAL HYPOTHEC

To secure the payment of interest not already secured by the hypothec created in Article II and to further secure the performance and payment of the Secured Obligations hereunder, the Debtor hypothecates all of the property described or referred to in Article II for an additional amount equal to twenty percent (20%) of the principal amount of the hypothec created in Article II.

IV. DEBTOR'S DECLARATIONS

The Debtor declares and warrants the following:

1. The Debtor is in compliance with all applicable laws, ordinances, regulations and policies, the breach of which could have an adverse effect on the Debtor's business or its ability to perform the Secured Obligations, including environmental laws and regulations.
2. The Debtor owns the mortgaged property and is the absolute owner of the immovable described in Article II. The mortgaged property is free and clear of all real rights, hypothecs or security other than the following:
 - a) in respect of immovable hypothecs registered at the Land Registry:
 - i. an immovable hypothec by the Debtor in favour of Business Development Bank of Canada in the amount of \$8,000,0000.00, registered at the Land Registry, Registration Division of Brome, on March 12, 2015 under number 21 394 828; and
 - ii. an immovable hypothec by the Debtor in favour of Royal Bank of Canada in the amount of \$20,000,000.00 registered at the Land Registry, Registration Division of Brome, on April 24, 2015 under number 21 479 931.
 - b) in respect of movable hypothecs registered at the *Registre des droits personnels et réels mobiliers* (the "RDPRM"):
 - i. a movable hypothec by the Debtor in favour of Banque Royale du Canada ("RBC") in the amount of \$12,500,000.00 registered at RDPRM on February 17, 2014 under number 14-0120098-0001, for which a cession

- of rank shall be granted by RBC in favour of BDCC in respect of the Intellectual Property of the Debtor;
- ii. a movable hypothec by the Debtor in favour of Banque de développement du Canada ("BDC") in the amount of \$9,600,000.00 registered at RDPRM on March 12, 2015 under number 15-0199180-0001, for which a cession of rank shall be granted by BDC in favour of BDCC in respect of the Intellectual Property of the Debtor;
 - iii. a movable hypothec by the Debtor in favour of RBC in the amount of \$20,000,000.00 registered at RDPRM on May 6, 2015 under number 15-0402450-0001, for which a cession of rank shall be granted by RBC in favour of BDCC in respect of the Intellectual Property of the Debtor;
 - iv. a movable hypothec by the Debtor in favour of BDC in the amount of \$2,400,000.00 registered at RDPRM on May 15, 2015 under number 15-0438838-0001.
- c) in respect of Section 427 Bank Act Security registered at the Section 427 Bank Act Registrar (the "**Bank Act**") :
- i. Section 427 Bank Act Security granted by the Debtor in favour of RBC and registered at the Bank Act on February 12, 2014 under number 01290386; and
 - iii. Section 427 Bank Act Security granted by the Debtor in favour of RBC and registered at the Bank Act on April 22, 2015 under number 01299002.
3. The mortgaged property is and will be situated in the Province of Quebec, except for the following property: **N/A**
 4. The mortgaged property is not intended to be used in more than one province or state, except for the following property: **N/A**
 5. The rents and income of the immovable have not been assigned to any third party;
 6. More than six months have elapsed since the completion of the last construction or renovation works in respect of the immovable except, where applicable, for works which BDCC has been informed of in writing;
 7. The Debtor's head or registered office is located at the following address: 24 Bellevue Street, in Mansonville, Province of Quebec, J0E 1X0 and the Debtor does not have any other places of business;
 8. The Debtor represents and warrants that it does not own any patent, trademark, registered copyright or other Intellectual Property requiring registration other than the intellectual property set forth in Schedule "D". The Debtor undertakes by these presents to advise BDCC within a period of five (5) days from the filing of any Intellectual Property at the Canadian Intellectual Property Office and/or the United States Patent and Trademark Office and/or any other intellectual property office, in order for BDCC to perfect its security pursuant to the terms hereof.

V. COVENANTS

1. The Debtor shall inform BDCC without delay of any change to its name or to the contents of the representations made in Article IV. The Debtor shall provide at BDCC's request all original documents required to protect BDCC's right.
2. On demand, the Debtor shall deliver to BDCC a copy of all leases relating to the mortgaged property and shall provide to BDCC any and all information relating to the rents of the immovable and leases pertaining thereto.
3. The Debtor shall pay, when due, all duties, taxes and charges relating to the mortgaged property, as well as any debt which could rank prior to the hypothec and security interest constituted hereby and shall provide to BDCC, on demand, evidence that the payments described herein have been made.
4. The Debtor shall insure the mortgaged property and keep it constantly insured for its full insurable value against damage caused by theft, fire and all other risks against which a prudent administrator would insure the mortgaged property. The Debtor shall also obtain insurance covering loss of revenue resulting from loss of or damage to the mortgaged property. BDCC is hereby designated as the beneficiary of the indemnities payable under these policies. The Debtor shall cause such designation to be inscribed in the policies which must also contain the customary clauses protecting hypothecary creditors in the form approved by the Insurance Bureau of Canada. The Debtor shall provide BDCC with a copy of each policy and, at least thirty (30) days prior to the expiration or cancellation of a policy, the Debtor shall provide to BDCC evidence of the renewal or replacement thereof. Receipt by BDCC of such proceeds, whether or not remitted to or endorsed by the Debtor shall not reduce BDCC's rights and privileges unless said proceeds are applied expressly as a reduction of any outstanding balance and shall not in any case constitute novation.
5. The Debtor shall do all things and sign all documents necessary for the hypothec and security interest constituted hereunder to have full effect and be constantly perfected and enforceable against third parties.
6. The Debtor shall protect and adequately maintain the mortgaged property and exercise its activities in such a manner as to preserve its value. The Debtor shall fully comply with all laws and regulations applicable to the operation of its business and to the mortgaged property, including without limitation environmental laws and regulations.
7. The Debtor shall keep all books, records and accounts which a prudent administrator would keep with respect to the mortgaged property; the Debtor shall permit BDCC to examine said books, records and accounts and to obtain copies of same.
8. The Debtor shall keep the mortgaged property free of all real rights, hypothecs or security interests, save those which BDCC has consented to in writing. The Debtor shall not give, grant, assume or permit to exist, any lien, hypothec, mortgage, security interest or other encumbrance on any of its assets that are subject to the

hypothec and security interest constituted hereunder other than encumbrances agreed to in writing by BDCC and it shall not grant any licenses in or of its Intellectual Property other than as disclosed and consented to by BDCC.

9. The Debtor shall not sell, assign, dispose of the mortgaged property or lease same, including without limitation, the licensing of any Intellectual Property, unless BDCC consents thereto in writing. However, if not in default hereunder, the Debtor may sell its inventory or lease the mortgaged property at market conditions in the ordinary course of its business. Notwithstanding any such sale, assignment or disposal, the Debtor shall remain liable for the payment of the Secured Obligations and this agreement shall remain in full force and effect. Moreover, where a sale, assignment or disposal is made without BDCC's prior consent, BDCC shall be entitled to demand immediate repayment of the Secured Obligations, even if they are not yet due.
10. The Debtor shall neither change the use, destination or nature of the mortgaged property, nor remove the mortgaged property from its present location unless BDCC consents thereto in writing, under reserve of paragraph 9 herein, nor allow any construction or renovation work to be performed thereon without the prior written consent of BDCC.
11. If the Debtor is a corporation, the Debtor shall not amalgamate with another person, nor proceed with an arrangement with its creditors, nor commence dissolution or liquidation proceedings, without the prior written consent of BDCC.
12. The Debtor shall provide BDCC with all information reasonably required by it to verify if the Debtor is in compliance with the covenants and obligations contained herein. The Debtor shall inform BDCC of any fact or event which could adversely affect the value of the mortgaged property or the financial condition of the Debtor.
13. The Debtor, with respect to the Intellectual Property, shall take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property.
14. The Debtor, with respect to copyrights forming part of the Intellectual Property, shall provide to BDCC waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work.
15. The Debtor shall pay all costs incurred by BDCC with respect to this agreement and to any release relating thereto, including the fees of BDCC's legal counsel and fees incurred in order to render BDCC's rights opposable to third parties. The Debtor shall provide to BDCC, on demand, a certificate of location for the hypothecated immovable of recent date addressed to BDCC.
16. On demand, the Debtor shall pay the amount of any loss suffered by BDCC due to the repayment before maturity of whole or part of the principal of the Secured Obligations, notwithstanding the cause of such repayment (including, where such repayment is made

further to an event of default). The amount of this loss shall form part of the Secured Obligations.

17. The Debtor shall reimburse BDCC for all costs and expenses incurred by it in order to exercise its rights or to fulfill the obligations of the Debtor, the whole with interest from the date the costs and expenses are incurred or paid by BDCC at an annual rate equal to the highest applicable rate pursuant to all loan documents in effect then between the Debtor and BDCC. The hypothec and security interest granted hereby under Article II hereof shall also secure the reimbursement of said costs and expenses as well as the payment of said interest. All such costs and expenses incurred or paid by BDCC, with interest thereon, shall form part of the Secured Obligations.
18. The Debtor shall at all times pay BDCC, at the latter's request, all judicial fees, charges or other legal expenses as well as extra judicial fees in accordance with the tariffs established under the *Bar Act* and its ensuing regulations, the expenses and fees of an agent or trustee, or any costs incurred in the course of ensuring fulfillment of all of the Debtor's obligations hereunder, protecting and realizing the assets given as security for the Secured Obligations, or appraising the assets during the life of any of the Secured Obligations or in the event of their liquidation.

In addition, the Debtor covenants to pay the costs of any appraiser and any environmental investigator engaged by BDCC to effect any inspection, appraisal, investigation or environmental audit of the secured assets during the life of any of the Secured Obligations or in the event of their liquidation, and the cost of any environmental rehabilitation, removal, or repair necessary to protect, preserve or remediate the secured assets, including any fine or penalty BDCC is obliged to incur by reason of any statute, order or direction by competent authority.

19. Where the mortgaged property includes inventory and accounts receivable, the Debtor shall provide BDCC monthly with a statement (by category) of the value of its inventory (calculated at the lesser of cost or market value) and a list of its accounts receivable (indicating their amount and age).
20. If the hypothecated immovable in Article II of this deed is held in co-ownership, the Debtor undertakes to observe all the requirements imposed by the law with respect to co-ownership, and each and every one of the prescriptions, stipulations, charges, conditions and obligations of the declaration of co-ownership published in respect of the immovable.

The Debtor assigns to BDCC the voting rights it holds at the co-owners' meeting. BDCC hereby appoints the Debtor as its attorney to exercise the said voting right. This mandate is completely revocable at the BDCC's sole discretion.

The Debtor acknowledges that it is solely bound to the syndicate of co-owners for any arrears of contributions to the common expenses fund or the contingency fund or any other contribution and undertakes to hold harmless and indemnify BDCC in respect of any sums that it might disburse in this regard.

The Debtor undertakes to see to the registration of BDCC's co-ownership rights and to declare to the syndicate the assignment. The Debtor shall be liable for any prejudice resulting from an omission to this effect.

VI. ENVIRONMENT

The Debtor represents and agrees that:

- a) it operates and will continue to operate in conformity with all environmental laws and will ensure its staff is trained as required for that purpose;
- b) its assets are and will remain free of environmental damage or contamination;
- c) there has been no complaint, prosecution, investigation or proceeding with respect to the Debtor's business or assets;
- d) it will advise BDCC immediately upon becoming aware of any environmental problem;
- e) it will provide BDCC with copies of all communications with environmental officials and all studies or assessments prepared for the Debtor and does consent to BDCC contacting and making inquiries of officials or assessors.

VII. RIGHTS OF BDCC

- 1. BDCC may inspect or have the mortgaged property appraised from time to time at the Debtor's expense and for that purpose, the Debtor shall permit BDCC to access the premises where the mortgaged property is located and to the Debtor's places of business for that purpose. The Debtor shall also allow BDCC to examine all accounting records and documents relating to the mortgaged property and to obtain copies thereof.
- 2. BDCC may inspect and copy the Debtor's books and records, either at the Debtor's premises or at the financial advisor's premises. BDCC may contact and make inquiries with the Debtor's lessors as well as environmental officials, assessors, municipal authorities and any taxing body.

In addition to the reporting requirements set out herein, BDCC may require the opinion of an independent qualified auditor.

- 3. BDCC may, without being bound to do so, fulfill any or all of the obligations of the Debtor hereunder.
- 4. The Debtor may collect all debts forming part of the mortgaged property until BDCC withdraws its authorization to the Debtor to do so further to the occurrence of a default which is continuing. Upon such withdrawal, BDCC may collect such debts and shall be entitled to a reasonable commission which it may deduct from any amounts collected.

5. Where the mortgaged property includes shares or securities, BDCC may, without being bound to do so, cause itself to be registered as the holder of these shares or securities and exercise any right attached thereto, including any right to vote and any right of conversion or redemption.
6. If BDCC has possession of the mortgaged property, it shall have no obligation to maintain the use for which the mortgaged property is normally intended, to make it productive or to continue its use or operation. However, BDCC may, without being bound to do so, sell the mortgaged property in its possession where the mortgaged property is likely to perish, depreciate or decrease in value.
7. The Debtor constitutes and appoints BDCC as its irrevocable attorney, with full power of substitution, to do any act and to sign any document necessary or useful to the exercise of the rights conferred on BDCC hereunder.
8. BDCC shall register assignments of the Intellectual Property, and shall have the right to use, sell, assign, license or sub-license any of the Intellectual Property.
9. The rights conferred on BDCC under this Article VII may be exercised by BDCC irrespective of whether the Debtor is or is not in default hereunder.

VIII. DEFAULTS AND RECOURSES

1. The Debtor shall be in default in each and every one of the following events:
 - a) If the Debtor is in default with respect to the performance or payment of any of the Secured Obligations;
 - b) If any of the representations made in Article IV or warranty made herein is inaccurate or ceases to be accurate;
 - c) If the Debtor does not fulfill any one of its covenants hereunder;
 - d) If the Debtor is in default under the Letter of Offer, and/or any document evidencing the Secured Obligations, or is in default in respect of any loan with any other lender or creditor;
 - e) If the Debtor and/or any guarantor of the Secured Obligations is in default under any other contract or agreement between it and BDCC, and/or any other lender or creditor and/or is in default under any other hypothec or security granted in favour of BDCC and/or any other lender or creditor which affects the mortgaged property;
 - f) If the Debtor ceases to carry on its business, becomes insolvent or bankrupt;
 - g) If any or all of the mortgaged property is seized or is subject to a taking of possession by a creditor, a receiver or any other person performing similar functions and such procedures are not contested within ten (10) days, to BDCC's entire satisfaction;

- h) An order of execution against the Debtor's assets or any part thereof remains unsatisfied for a period of ten (10) days;
 - i) The Lessor under any lease to the Debtor of any immovable/real or moveable/personal property, has taken any steps to or threatens to terminate such lease, or otherwise exercises any of its remedies under such lease as a result of any default thereunder by the Debtor;
 - j) The Debtor causes or allows hazardous materials to be brought upon any land or premises occupied by the Debtor or incorporated into any of its assets without BDCC's prior consent, or if the Debtor causes, permits or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority;
 - k) Default under any operating permit, lease of land or movable property or personal property or in arrears of payment to any tax authority.
2. Upon the Debtor's default, BDCC may terminate any obligation it may have had to grant credit or make advances to the Debtor and declare exigible all obligations of the Debtor which are not yet due. Upon such default, BDCC may also exercise all recourses available to it under applicable law and realize on its hypothec and security interest, including enforcing the hypothecary rights provided in the *Civil Code of Quebec*.
3. In order to realize on its hypothec and security interest, BDCC may use the premises where the mortgaged property and other property of the Debtor are situated at the expense of the Debtor, with full authority to grant new leases or renew existing leases upon such terms and conditions as BDCC may deem appropriate. Where the mortgaged property includes debts, rents and income, BDCC may also compromise or transact with the debtors of these debts and with the debtors of the rents and income of the immovable and may grant releases and discharges in respect of same. Where the mortgaged property includes inventory, BDCC may complete the manufacture of such inventory and do all things necessary or useful to its sale.

IX. GENERAL PROVISIONS

1. The hypothec and security interest created hereby are in addition to and not in substitution for any other hypothec or security held by BDCC.
2. This hypothec and security interest constitute continuing security which shall continue in effect notwithstanding any payment from time to time, in whole or in part, of the Secured Obligations. Furthermore, any new obligation of the Debtor towards BDCC secured hereby will be one for which the Debtor has obligated itself again in accordance with Article 2797 of the *Civil Code of Quebec*. The Debtor shall not, without BDCC's written consent, subrogate a third party in the hypothec or BDCC's rights hereunder.

3. In each case provided in paragraph 1 of Article VIII, the Debtor shall be in default by the mere lapse of time, without the necessity of any notice or demand.
4. Any sum collected by BDCC in the exercise of its rights may be held by BDCC as mortgaged property or may be applied to the payment of the obligations secured hereunder, whether or not yet due. BDCC shall have discretion as to how any such collected sum shall be applied.
5. BDCC shall not be bound to exercise its rights resulting from these presents and shall not be responsible for the non-exercise of such rights. The Debtor shall use its best efforts to ensure that the debts forming part of the mortgaged property be regularly paid and BDCC shall have no obligation to inform the Debtor of any payment irregularity which it may know of.
6. The exercise by BDCC of any of its rights shall not preclude BDCC from exercising any other right; all the rights of BDCC are cumulative and not alternative. The failure of or forbearance by BDCC to exercise any of its rights arising from this agreement shall not constitute a renunciation to the later exercise of such right. BDCC may exercise its rights arising from this agreement without being required to exercise any right against the Debtor or against any other person liable for the payment of the obligations secured hereunder or to realize on any other security held for the payment of such obligations. No action or omission on the part of BDCC shall constitute or imply a renunciation of its rights to decide the Debtor is in default or to avail itself of its rights pursuant to such default, unless BDCC explicitly declares otherwise after the default has occurred.
7. BDCC shall only be required to exercise reasonable care in the exercise of its rights or the performance of its obligations hereunder and, in any event, shall only be liable for its intentional fault or gross negligence.
8. BDCC may delegate to another person the exercise of its rights or the performance of its obligations resulting from this agreement. In such a case, BDCC may provide that person with any information it may have concerning the Debtor or the mortgaged property.
9. The rights of BDCC hereunder shall also benefit any successor of BDCC, including any entity resulting from the amalgamation of BDCC with another entity.
10. Neither the signature of the present agreement, nor the registration of the rights created hereby shall constitute, nor be interpreted as an undertaking by BDCC to provide the Debtor with any financial assistance of any type whatsoever.
11. Any notice to the Debtor may be given at the address indicated above or any other address communicated in writing by the Debtor to BDCC.

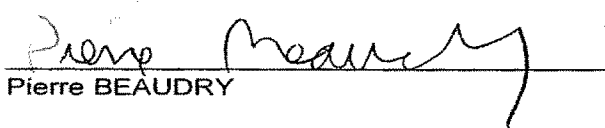
X. INTERPRETATION

1. If the word "Debtor" designates more than one person, each such person shall be jointly and severally liable to BDCC for the performance of all the obligations provided in this agreement.
2. The rights and recourses of BDCC may be exercised against all the mortgaged property or separately against any portion thereof.
3. This agreement shall be governed and interpreted by the law in force in the Province of Quebec and the applicable federal laws. This agreement must also be interpreted as to ensure that the mortgaged property located in another jurisdiction be charged by a valid hypothec and/or security interest in accordance with the law in force in said jurisdiction.
4. Unless otherwise specified herein, all references to dollar amounts in this agreement shall be in Canadian dollars.
5. The parties hereto have expressly agreed that this deed be executed in the English language. *Les parties aux présentes ont expressément convenu que le présent acte soit rédigé en anglais.*

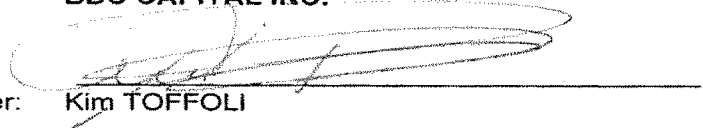
WHEREOF ACT, made and passed on the day and year above-mentioned under number thirteen thousand five hundred and eighteen (13518).


And, AFTER DUE READING HEREOF, the parties have signed in the presence of the undersigned notary.

**NEXKEMIA PETROCHEMICALS INC. /
NEXKEMIA PÉTROCHIMIE INC.**

Per: 
Pierre BEAUDRY

BDC-CAPITAL INC.

Per: 
Kim TOFFOLI


Me Judy CANTLEY, notary

SCHEDULE "A"

TO

**UNIVERSAL HYPOTHEC
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

**NEXKEMIA PETROCHEMICALS INC. /
NEXKEMIA PÉTROCHIMIE INC.**

RESOLUTION AND PROXY OF BDCC

(SEE FOLLOWING PAGES)



**COPIE CERTIFIÉE DE LA RÉOLUTION DE L'UNIQUE ACTIONNAIRE DE BDC CAPITAL INC.
(la « Société ») ADOPTÉE LE 30 juillet 2014**

ATTENDU que l'unique actionnaire de la Société, la Banque de développement du Canada, a décidé, par déclaration écrite de l'unique actionnaire en vertu de l'article 146(2) de la Loi canadienne sur les sociétés par actions, de restreindre en totalité les pouvoirs des administrateurs de la Société et de les octroyer à l'unique actionnaire.

**POUVOIR DE SIGNATURE – BDC CAPITAL DE CROISSANCE ET TRANSFERT
D'ENTREPRISE**

IL EST RÉSOLU :

1. Que l'une ou l'autre des personnes suivantes, à savoir un vice-président exécutif, un vice-président, un vice-président adjoint, un directeur général, un directeur national, un directeur ou un directeur associé du groupe Capital de croissance et transfert d'entreprise de BDC, ou un cadre d'un niveau de vice-président adjoint ou supérieur du groupe Gestion du risque de crédit de BDC, conjointement avec un directeur ou une personne occupant un poste supérieur du groupe Capital de croissance et transfert d'entreprise de BDC, soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC, de façon générale et sans que l'énumération qui suit en restreigne la portée, toutes les ententes et tous les contrats qui ont trait aux activités de BDC Capital de croissance et transfert d'entreprise (collectivement, les « instruments bancaires ») et qui, de l'avis de ces personnes désignées, pourraient s'avérer nécessaires pour les besoins de BDC, y compris :

Les lettres d'offre de crédit ou les ententes de prêt ou d'investissement, les conventions de souscription, les conventions entre actionnaires, les conventions de blocage, les conventions d'achat et de vente de titres ou d'éléments d'actif, les actes d'aliénation ou d'acquisition, les baux, les actes de cession, les actes d'hypothèque et de charges grevant des biens personnels, meubles, réels ou immobiliers, y compris les créances, les revendications et les droits d'action de quelque nature que ce soit, les conventions de subrogation, de subordination et de priorité de rang, les mainlevées, les renonciations et les concessions de priorité, les procurations, les lettres de garantie, les billets à ordre, les lettres de change et les mandats de paiement,

avec pleins pouvoirs de substitution dans certains cas leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC en vue de signer, de valider et de remettre tout instrument précis.

2. Que l'une ou l'autre des personnes suivantes, à savoir un vice-président exécutif, un vice-président, un vice-président adjoint, un directeur général, un directeur national, un directeur, un directeur associé, un analyste principal ou un analyste du groupe Capital de croissance et transfert d'entreprise de BDC, ou un cadre d'un niveau de vice-président adjoint ou supérieur du groupe Gestion du risque de crédit de BDC, conjointement avec un directeur ou une personne occupant un poste supérieur du groupe Capital de croissance et transfert d'entreprise de BDC, soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC, les ententes et les contrats qui suivent et qui ont trait aux activités de BDC Capital de croissance et



transfert d'entreprise:

Les modifications aux lettres d'offre de crédit ou aux ententes de prêt ou d'investissement et les mandats donnés à des professionnels,

avec pleins pouvoirs de substitution dans certaines circonstances leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC en vue de signer, de valider et de remettre tout document précité.

3. Que l'une ou l'autre des personnes suivantes, à savoir un vice-président exécutif, un vice-président, un vice-président adjoint, un directeur général, un directeur national, un directeur ou un directeur associé du groupe Capital de croissance et transfert d'entreprise de BDC, ou un cadre d'un niveau de vice-président adjoint ou supérieur du groupe Gestion du risque de crédit de BDC, ou un vice-président, Affaires juridiques, ou une personne occupant un poste supérieur, un vice-président adjoint, Affaires juridiques, un avocat, un analyste juridique, un adjoint juridique principal ou un adjoint juridique, soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC, les ententes et les contrats qui suivent et qui ont trait aux activités de BDC Capital de croissance et transfert d'entreprise :

Les libérations, les décharges et les quittances complètes et définitives,

avec pleins pouvoirs de substitution dans certaines circonstances leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoir légitimes de BDC en vue de signer, de valider et de remettre tout document précité.

Je, soussigné, Pierre Marquis, Secrétaire adjoint de la société, certifie que la présente est une copie exacte et complète de la résolution de l'unique actionnaire de la Société dûment adoptée le 30 juillet 2014 et que cette résolution est présentement en vigueur. Je certifie de plus que Benoit Mignacco et Bernard Melameth ont été nommés respectivement aux postes de Directeur général, Capital de croissance et transfert d'entreprise et Directeur, Capital de croissance et transfert d'entreprise et qu'ils occupent présentement ces fonctions.

DATÉE du: 1^{er} avril 2016


Pierre Marquis
Secrétaire adjoint





PROCURATION

BDC Capital inc., une filiale à part entière de la Banque de développement du Canada, dûment constituée en vertu de la Loi canadienne sur les sociétés par actions, ayant un établissement au 5, Place Ville-Marie, bureau 500, Montréal (Québec) H3B 5E7, et représentée aux présentes par M. Benoit Mignacco, directeur général et M. Bernard Melameth, directeur, dûment autorisés aux fins des présentes, telle qu'ils le déclarent,

NOMME ET CONSTITUE :

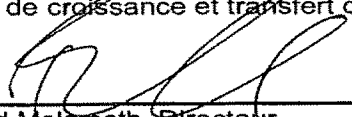
M^e Kim Toffoli, Avocate

son mandataire spécial à qui elle donne pouvoir de signer en son nom, tous actes et documents et autres effets qu'elle juge nécessaire contenant les conditions et garanties attachées au Financement #102077-01 consenti à Nexkemia Petrochemical inc. (l'« Emprunteur »).

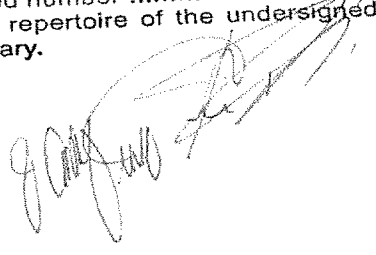
FAIT ET SIGNÉ en la cité de Montréal, province de Québec, ce 13e jour du mois d'avril deux mille seize (2016).

BDC CAPITAL INC., filiale à part entière de la **BANQUE DE DÉVELOPPEMENT DU CANADA.**

Par : 
Benoit Mignacco, Directeur général
Capital de croissance et transfert d'entreprise

Par : 
Bernard Melameth, Directeur
Capital de croissance et transfert d'entreprise

Acknowledged as true and signed
for identification and annexed to
deed number12516..... of
the repertoire of the undersigned
notary.



SCHEDULE "B"

TO

**UNIVERSAL HYPOTHEC
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

**NEXKEMIA PETROCHEMICALS INC. /
NEXKEMIA PÉTROCHIMIE INC.**

**RESOLUTIONS OF THE DEBTOR
(BOARD OF DIRECTORS)**

SCHEDULE A**Director's Resolution**

WHEREAS BDC Capital Inc. ("**BDCC**") extended an offer of financing on April 5, 2016 to the Corporation which the Corporation accepted on April 8, 2016 and to which intervened TCP Reliable, Inc., TCP Reliable Manufacturing, Inc., TCP Venture One LLC, TCP France SARL, Cryopak Verification Technologies Inc., DDL, Inc. and Cryopak Industries (2007) ULC (the "**Letter of Offer**");

WHEREAS, as a condition precedent to the making of any advance under the Letter of Offer, the Corporation has agreed to execute and deliver certain security documents, the whole in accordance with the terms and conditions of the Letter of Offer;

BE IT RESOLVED:

1. **THAT**, the form, terms and conditions of the Letter of Offer, which form, terms and conditions have been summarized and reported to the directors, be and they are hereby approved;
2. **THAT** the Corporation is authorized to execute and deliver the Letter of Offer;
3. **THAT** the Corporation is authorized to execute and deliver term and demand promissory notes, to evidence the term debt as described in the Letter of Offer (the "**Notes**");
4. **THAT** in accordance with the terms and conditions of the Letter of Offer and at the times and in the manner therein specified, the Corporation be and it is hereby authorized to borrow from BDCC such amounts as may be available to it thereunder, such borrowings to have the maturity, to be payable and prepayable and bear interest at the rates specified in the Letter of Offer;
5. **THAT** as general and continuing collateral security for the performance of all the obligations of the Corporation, present and future, direct and indirect, absolute and contingent, including, without limitation, under the Letter of Offer and the other Financing Documents (as such expression is defined in the Letter of Offer), the Corporation be and is hereby authorized to execute and deliver security documents (in the form of hypothecs, security agreements or otherwise), including without limitation a universal hypothec for present and future obligations, (collectively, the "**Security Documents**") creating liens in favour of BDCC, acting as lender, or any other person acting for or on its behalf over the universality of all its present and future movable and immovable property, the whole as summarized and reported to the Board of Directors of the Corporation;
6. **THAT** Maurice Barakat, Anthony Spina, Pierre Beaudry or any director or officer of the Corporation, acting alone, be and is hereby authorized to sign for and on behalf of and in the name of the Corporation the Letter of Offer, the Notes, the Security Documents and all documents ancillary thereto, including, any

memorandum of understanding, postponement and subordination agreements, cessions of rank and intercreditor agreements;

7. **THAT** Maurice Barakat, Anthony Spina, Pierre Beaudry or any director or officer of the Corporation, acting alone, be and is hereby authorized to delegate his signing authority under this resolution as regards any Security Document in the form of a notarized deed of hypothec to any lawyer of the Montreal office of Fasken Martineau DuMoulin LLP and to execute a power of attorney to this effect in such form as he/she may deem necessary;
8. **THAT** the above-mentioned person be and is hereby authorized to make such amendments and modifications to the said documents as he may deem necessary or useful in order to give full effect to the present resolution and the transactions contemplated therein and to sign all other documents in order to render them fully effective, his signature of such documents binding the Corporation irrevocably and to execute and delivery any amendments, revisions or supplements to the said documents; and
9. **THAT** the same person be and is hereby authorized and directed for and on behalf of and in the name of the Corporation to execute and deliver all such deeds, documents and writings and to perform and do all such acts and things as he may deem necessary or useful in the completion of and to give effect to the above resolution and the transactions contemplated therein in accordance with the terms hereof.

gc PC

**CERTIFIED RESOLUTION OF THE DIRECTORS OF
NEXKEMIA PETROCHEMICALS INC.
(the "Corporation")**

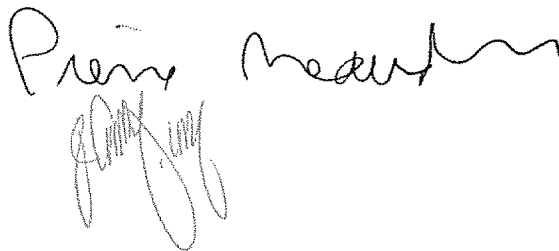
I, the undersigned, Luc Béliveau, Director of the Corporation, hereby certify that the resolutions attached hereto as Schedule "A" is a true copy of the resolutions adopted by the directors of the Corporation on the 8th day of April, 2016 and that the said resolutions are in full force and effect, without any modifications or amendments thereto.

DATED, this 26st day of April, 2016.



Luc Béliveau, Director

Acknowledged as true and signed
for identification and annexed to
deed number ...13515..... of
the repertoire of the undersigned
notary.



SCHEDULE "C"

TO

**UNIVERSAL HYPOTHEC
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

**NEXKEMIA PETROCHEMICALS INC. /
NEXKEMIA PÉTROCHIMIE INC.**

LETTER OF OFFER



The present Letter of Offer replaces and cancels the Letter of Offer dated March 15, 2016.

April 5, 2016

NexKemia Petrochemicals Inc.
24 rue Bellevue Street
CP/PO Box 240
Mansonville, Quebec
J0E 1X0

Attention of Mr. Maurice Barakat

Re: Letter of Offer of financing no. 102077-01 granted to NexKemia Petrochemicals Inc.

Sir,

On the basis of the preliminary information obtained from the Borrower and subject to the acceptance of the present letter of offer of financing, as amended from time to time (the "Letter of Offer"), BDC Capital Inc. ("BDCC"), a wholly owned subsidiary of Business Development Bank of Canada (the "Bank") is prepared to grant the following financing (the "Financing").

FINANCING PURPOSE

Repayment of promissory notes	\$2,391,582.00
Replenish working capital for paid promissory note payments	\$2,608,418.00
	\$5,000,000.00

FUNDING

BDCC	\$5,000,000.00
	\$5,000,000.00

No change to the Financing purpose or funding may be made without BDCC's prior written consent. The proceeds of the Financing may only be used for this Financing purpose.

The Letter of Offer is open for acceptance until April 8, 2016 (the "Acceptance Date"). Unless the Letter of Offer executed by the Financing Parties is received by BDCC no later than the Acceptance Date, the Letter of Offer shall automatically become null and void.

Banque de développement du Canada
5, Place Ville Marie, bureau 500
Montréal (Québec) H3B 5E7

Business Development Bank of Canada
5, Place Ville Marie, Suite 500
Montréal, Québec H3B 5E7

T 1-888-463-6233
F 514-494-1010
www.bdcapital.ca

AS
98
Canada



BORROWER: NexKemia Petrochemicals Inc. (the "Borrower")

GUARANTORS: TCP Reliable, Inc., TCP Reliable Manufacturing, Inc., TCP Venture One LLC, Cryopak Industries (2007) ULC, TCP France SARL, Cryopak Verification Technologies Inc. and DDL, Inc., jointly and severally (solidarily where applicable) (collectively, the "Corporate Guarantor")

(the Corporate Guarantor is also sometimes referred to herein as the "Guarantor").

FINANCING AMOUNT: \$5,000,000.00, in United States dollars ("USD").
Unless otherwise specified herein, all references to dollar amounts in this Letter of Offer shall be in USD.

INTEREST RATE: The Financing and all other amounts owing by the Financing Parties pursuant to the Financing Documents shall bear interest at the following rate:

Floating Rate

BDCC's Floating Base Rate plus a variance (the "Variance") of 5.50 % per year. On the date hereof, BDCC's Floating Base Rate is 4.70 % per year.

INTEREST CALCULATION: Interest shall be calculated daily on the outstanding principal, commencing on the date of the first disbursement, both before and after maturity, default and judgment.

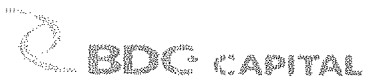
Interest on outstanding principal arrears shall bear interest at the rate applicable to the Financing. Arrears of interest or interest on additional return and other amounts owing by the Financing Parties pursuant to the Financing Documents shall bear interest at the BDCC's Base Rate plus 5 %. Furthermore, interest on the annual royalty adjustment amounts will be charged at the BDCC's Base Rate plus 5 %, and this when they are rescheduled rather than paid in full when due. In any event, interest on arrears shall be calculated daily and compounded monthly.

MATURITY DATE: April 1st, 2021 or the date on which the last principal payment hereunder is scheduled to be made, whichever date comes last (the "Maturity Date").

REPAYMENT: **Instalments and Balloon Payment**
The principal of the Financing shall be payable by way of consecutive monthly instalments commencing on May 1st, 2016 and continuing up to and including the Maturity Date and by way of one balloon payment of \$2,504,000.00, payable on the Maturity Date. The amounts of the principal instalments are as follows:

Instalments Nos.	Amount of Instalment
1- 48	\$52,000.00
49 - 59	\$0.00
60	\$2,504,000.00

PC AS.



Interest is payable monthly in arrears on the 1st day of the month (the "Payment Date") commencing on the next occurring Payment Date following the first advance on the Financing.

On the Maturity Date, the principal and interest balance of the Financing and all other amounts owing pursuant to the Financing Documents will become due and payable.

Excess Cash Flow Sweep (ECFS)

In addition to the scheduled payments as listed hereinabove, the principal of the Financing shall also be reimbursed by way of annual payments representing 50 % of the Excess Available Funds realized by the Borrower and the Corporate Guarantor to a maximum amount of \$500,000.00 for each annual payment (the "Annual ECFS Limit"), payable on June 1st of each year, commencing in June 2017 (the "ECFS Date"). The Borrower will have the option to waive the Annual ECFS for the first two years, as long as the Borrower and Corporate Guarantor consolidated Available Funds Coverage Ratio is at least 2.5:1.

If such a payment causes the Borrower to fail to comply with debt covenants and financial requirements required by the Borrower's operating or term lender, it shall be paid only up to an amount that does not put the Borrower in default with debt covenants and financial requirements required by the Borrower's operating or term lender.

The above calculation will be made on a yearly basis based on the audited financial statements of the Borrower and the Corporate Guarantor, established on a consolidated basis if applicable. If the consolidated audited financial statements are not delivered to BDCC within 120 days of the Borrower's fiscal year-end, a payment of \$500,000.00 will be payable, if required by BDCC in its sole discretion, to BDCC at any time after the 120 day period, again at BDCC's sole discretion, without notice or additional delay. In such event, no subsequent readjustment to such payment shall be permitted.

Without limiting the foregoing, and only to the extent that the Borrower is not in default, the latter will have the privilege to accumulate on each anniversary of the ECFS Date the unused portion of the Annual ECFS Limit for a given year (the "Unused Portion"). Such an Unused Portion will be added to the Annual ECFS Limit of the following year for purposes of calculating the maximum amount payable as ECFS for such a year (the "Cumulative ECFS Limit").

For example only, if for a given year the Annual ECFS Limit is \$200,000.00 and only \$50,000.00 has been collected by BDCC as ECFS payment from the Borrower, the following year the Cumulative ECFS Limit would be \$150,000.00 plus the Annual ECFS Limit for that year.

PREPAYMENT:

The Borrower may prepay at any time all or part of the outstanding principal provided that the Borrower pays to BDCC:

- (i) the full or partial amount of the Financing, as applicable,
- (ii) all interest, any fixed component of the additional return and any other expenses then due, and
- (iii) the Prepayment Bonus.

JP PS CP



operations; ii) to financial institutions prior to the date hereof but except with respect to the TCP RM Intellectual Property for which BDCC shall be first ranking; and iii) on specific assets in connection with the financing of equipment needed by TCP Reliable Manufacturing, Inc. in the normal course of its business;

- b) a General Security Agreement (US equivalent), granting a general and continuing security interest in all present and after acquired personal property of TCP Reliable, Inc. and, without limiting the foregoing, on all present and future assets of TCP Reliable, Inc. related to intellectual property of TCP Reliable, Inc. including, without limitation, patents, trademarks, domain names, source codes, licences and any other forms of intellectual property including those already known (the "TCP Intellectual Property"). This security interest shall rank in first position with respect to the TCP Intellectual Property but shall be subordinated in rank to any other security granted: i) on claims, receivables and inventory in favour of the financial institution financing TCP Reliable, Inc.'s line of credit for its daily operations; ii) to financial institutions prior to the date hereof but except with respect to the TCP Intellectual Property for which BDCC shall be first ranking; and iii) on specific assets in connection with the financing of equipment needed by TCP Reliable, Inc. in the normal course of its business;
- c) a General Security Agreement (US equivalent), granting a general and continuing security interest in all present and after acquired personal property of DDL, Inc. and, without limiting the foregoing, on all present and future assets of DDL, Inc. related to intellectual property of DDL, Inc. including, without limitation, patents, trademarks, domain names, source codes, licences and any other forms of intellectual property including those already known (the "DDL Intellectual Property"). This security interest shall rank in first position with respect to the DDL Intellectual Property but shall be subordinated in rank to any other security granted: i) on claims, receivables and inventory in favour of the financial institution financing DDL Inc.'s line of credit for its daily operations; ii) to financial institutions prior to the date hereof but except with respect to the DDL Intellectual Property for which BDCC shall be first ranking; and iii) on specific assets in connection with the financing of equipment needed by DDL, Inc. in the normal course of its business;
- d) a General Security Agreement, granting a general and continuing security interest in all present and after acquired personal property of Cryopak Industries (2007) ULC and, without limiting the foregoing, on all present and future assets of Cryopak Industries (2007) ULC related to intellectual property of Cryopak Industries (2007) ULC including, without limitation, patents, trademarks, domain names, source codes, licences and any other forms of intellectual property including those already known (the "Cryopak Intellectual Property"). This security interest shall rank in first position with respect to the Cryopak Intellectual Property but shall be subordinated in rank to any other security granted: i) on claims, receivables and inventory in favour of the financial institution financing the Cryopak Industries (2007) ULC's line of credit for its daily operations; ii) to financial institutions prior to the date hereof but except with respect to the Cryopak Intellectual Property for which BDCC shall be first ranking;

[Handwritten initials: A, JC, PS]



Partial prepayments shall be applied regressively on the then last maturing instalments of principal.

The occurrence of any event of default listed in Schedule A – Section V resulting in BDCC demanding repayment of the Financing prior to the Maturity Date will be deemed to be a prepayment, and the Borrower will pay to BDCC:

- (iv) the outstanding balance of the Financing,
- (v) all interest, any fixed component of the additional return and any other expenses then due, and
- (vi) the Prepayment Bonus.

Notwithstanding any event of default or any prepayment of the Financing, in whole or in part, prior to the Maturity Date, any variable component of the additional return of the Financing (bonus, royalties or other) remains payable when due, as herein set forth, until maturity as if the Financing had not been repaid or deemed to be repaid prior to the Maturity Date and all obligations related thereto as well as any security granted in connection therewith shall remain in full force and effect until all such obligations are fully satisfied, whether such obligations arise from the present agreement or from any security granted in connection thereto.

**ADDITIONNAL
RETURN:**

Bonus on Sale

In addition to the other payments herein set forth, in the event of the sale of (i) 50 % or more of the issued and outstanding voting shares from the share capital of the Borrower and any of the Corporate Guarantor or (ii) a substantial (50 % or more of the value of the assets) part of the assets of the Borrower and/or of the Corporate Guarantor in favour of a third party dealing at arm's length, or in the event of a Change of Control or If the Borrower and/or the Corporate Guarantor directly or indirectly becomes listed on a stock exchange, during the term of the Financing, the Borrower and/or the Corporate Guarantor shall pay to BDCC an additional compensation premium in the form of a bonus (the "Bonus on Sale") which shall represent 1 % of the fair market value of the Borrower and/or the Corporate Guarantor calculated on the basis of the value used at the time of such event.

SECURITY:

As collateral security for the fulfilment of all present and future obligations of the Borrower and the Corporate Guarantor, each of the Financing Parties, as applicable, shall provide BDCC with the following security or guarantees (collectively the "Security"), namely:

- a) a General Security Agreement (US equivalent), granting a general and continuing security interest in all present and after acquired personal property of TCP Reliable Manufacturing, Inc. and, without limiting the foregoing, on all present and future assets of TCP Reliable Manufacturing, Inc. related to intellectual property of TCP Reliable Manufacturing, Inc. including, without limitation, patents, trademarks, domain names, source codes, licences and any other forms of intellectual property including those already known (the "TCP RM Intellectual Property"). This security interest shall rank in first position with respect to the TCP RM Intellectual Property but shall be subordinated in rank to any other security granted: i) on claims, receivables and inventory in favour of the financial institution financing TCP Reliable Manufacturing, Inc.'s line of credit for its daily

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and iii) on specific assets in connection with the financing of equipment needed by Cryopak Industries (2007) ULC in the normal course of its business;

- e) a movable hypothec for present and futures obligations, in the amount of \$10,000,000 USD (or its equivalent in Canadian currency), excluding the additional hypothec, on the universality of all movable assets of Cryopak Industries (2007) ULC, present and future, corporeal and incorporeal, wherever located and, without limiting the foregoing, on all present and future assets of Cryopak Industries (2007) ULC related to the Cryopak Intellectual Property. This hypothec shall rank in first position with respect to the Cryopak Intellectual Property but shall be subordinated in rank to any other security granted: i) on claims, receivables and inventory in favour of the financial institution financing Cryopak Industries (2007) ULC's line of credit for its daily operations; ii) to financial institutions prior to the date hereof but except with respect to the Cryopak Intellectual Property on which BDCC shall be first ranking; and iii) on specific assets in connection with the financing of equipment needed by Cryopak Industries (2007) ULC in the normal course of its business;
- f) a first ranking movable hypothec for present and futures obligations, in the amount of \$5,000,000 USD (or its equivalent in Canadian currency), excluding the additional hypothec, on the rights resulting from a life insurance policy on the life of Maurice Barakat, in the amount of \$5,000,000.00 USD, such policy being held by the Borrower as owner and beneficiary thereof, with an undertaking by the Insurer to pay the indemnity payable thereunder to BDCC, up to an amount equal to the outstanding balance of the Financing due to BDCC, and all fees and interests incurred in connection thereto. Once a year, on the anniversary of the Financing, the amount of said life insurance policy may be reduced to match the current outstanding principal amount.

Notwithstanding anything to the contrary contained herein, such hypothec may be delivered to BDCC no later than 60 days following the disbursement of the Financing;

- g) a duly executed postponement and subordination agreement in favour of BDCC with respect to any amount of capital payments from issued note dated July 1, 2015, owed by TCP Reliable, Inc. to NexKemla Corporation. An interest of not more than 12 % per annum will be tolerated at all times. Upon BDCC's written consent, which shall not be unreasonably withheld, capital repayments will be permitted as long as all lender's ratios (calculated on a monthly basis) are met, that the Borrower and/or Corporate Guarantor is not in default with any of its lenders, that no lender is in a standstill position, and that the repayment will not put the Borrower and/or Corporate Guarantor in default of these ratios.

A copy of the issued note shall be remitted to BDCC and shall be to the entire satisfaction of BDCC and its legal counsel.

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- h) a duly executed postponement and subordination agreement in favour of BDCC with respect to any amount of capital payments from issued note dated January 16, 2015, owed by TCP Reliable, Inc. to Cryopak Technologies Limited. An interest of no more than 8 % per annum will be tolerated at all times. Upon BDCC's written consent, which shall not be unreasonably withheld, capital repayments will be permitted as long as all lender's ratios (calculated on a monthly basis) are met and that the Borrower and/or Corporate Guarantor is not in default with any of its lenders, that no lender is in a standstill position, and that the repayment will not put the Borrower and/or Corporate Guarantor in default of these ratios.

A copy of the issued note shall be remitted to BDCC and shall be to the entire satisfaction of BDCC and its legal counsel.

- i) a duly executed postponement and subordination agreement in favour of BDCC with respect to any amount of capital payments from issued note dated October 1, 2014, owed by Cryopak Industries (2007) ULC to NexKemia Corporation. An interest of not more than 8 % per annum will be tolerated at all times. Upon BDCC's written consent, which shall not be unreasonably withheld, capital repayments will be permitted as long as all lender's ratios (calculated on a monthly basis) are met and that the Borrower and/or Corporate Guarantor is not in default with any of its lenders, that no lender is in a standstill position, and that the repayment will not put the Borrower and/or Corporate Guarantor in default of these ratios.

A copy of the issued note shall be remitted to BDCC and shall be to the entire satisfaction of BDCC and its legal counsel.

- j) a universal hypothec for present and futures obligations, in the amount of \$10,000,000.00 USD (or its equivalent in Canadian currency), excluding the additional hypothec, on the universality of all movable and immovable assets of the Borrower, present and future, corporeal and incorporeal, wherever located and, without limiting the foregoing, on all present and future assets of the Borrower related to intellectual property of the Borrower including, without limitation, patents, trademarks, domain names, source codes, licences and any other forms of intellectual property including those already known (the "Borrower Intellectual Property"). This hypothec shall rank in first position with respect to the Borrower Intellectual Property but shall be subordinated in rank to any other security granted: i) on claims, receivables and inventory in favour of the financial institution financing the Borrower's line of credit for its daily operations; ii) to financial institutions prior to the date hereof but except with respect to the Borrower Intellectual Property on which BDCC shall be first ranking; and iii) on specific assets in connection with the financing of equipment needed by the Borrower in the normal course of its business;
- k) a first ranking immovable hypothec for present and futures obligations, in the amount of \$10,000,000.00 USD (or its equivalent in Canadian currency), excluding the additional hypothec, on the property located at 24 Bellevue Street, Mansonville, Quebec, JOE 1X0, which immovable hypothec shall be subordinated

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In rank to security granted on the said property to financial institutions prior to the date hereof;

- l) a duly executed guarantee for an unlimited amount from the Corporate Guarantor, in a form substantially similar to the draft guarantee annexed hereto as Schedule B;
- m) such other documents as BDCC may reasonably request in order to register and/or to perfect the Security to be granted to BDCC as provided hereunder.

All security documents shall be in form and substance satisfactory to BDCC and prepared by BDCC's legal counsel.

CONDITIONS
PRECEDENT TO
DISBURSEMENT:

Any obligation to make any advance under the Letter of Offer is subject to the following conditions being fulfilled to the entire satisfaction of BDCC:

Receipt by BDCC of:

The Security in form and substance satisfactory to BDCC, registered as required to perfect and maintain the validity and rank of the Security, and such certificates, authorizations, resolutions and legal opinions as BDCC may reasonably require, including legal opinions on the existence and corporate capacity of the Financing Parties as well as on the validity and enforceability of the Security;

Written evidence, including evidence of payment, attesting that the Financing Parties have obtained all the other sources of financing, as applicable, on terms acceptable to BDCC, acting reasonably;

Financial and other information relating to each Financing Party and their businesses as BDCC may reasonably require, including, without limiting the foregoing, for any disbursement occurring more than ninety (90) days after year-end, the Borrower and the Corporate Guarantor will provide to BDCC consolidated annual audited financial statements and the certificate of conformity relating to the operating line of credit of the Borrower provided to the banker or the short-term lender;

A duly executed copy of the memorandum of understanding, with respect to the methods used for establishing the Excess Available Funds in a form substantially similar to the draft agreement annexed hereto as Schedule C;

For any disbursement occurring more than ninety (90) days after year end, the Borrower and Corporate Guarantor will provide BDCC with their consolidated annual audited financial statements and the certificate of conformity relating to the operating line of credit of the Borrower provided to the banker or the short-term lender. The consolidated audited financial statements of the Borrower and the Corporate Guarantor for the fiscal year ending on December 31, 2015, which financial statements must evidence:

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- an EBITDA of at least \$13,000,000.00 USD; and
- a Working Capital Ratio of at least 1.8:1.

Also, prior to disbursement, BDCC shall receive the latest external field exam, satisfactory to BDCC.

- inter-lender agreement with Royal Bank of Canada with terms and conditions acceptable to BDCC.

Completion to the satisfaction of BDCC of the following events:

- Legal due diligence of the Financing Parties.

Furthermore, without limiting the foregoing:

No Material Adverse Change in the financial situation of the Financing Parties or in the risk evaluation shall have occurred as at the date of any disbursement of the Financing and the Borrower and the Corporate Guarantor shall provide updated in-house financial statements never older than 60 days which compare favourably with budgets provided and which show no Material Adverse Change in the financial situation of the Borrower or the Corporate Guarantor since the last consolidated annual audited financial statements submitted to BDCC and the In-house financial statements submitted to BDCC at the time of authorization.

The above mentioned updated in-house financial statements will also need to evidence the accomplishment of the following milestones:

- 90 % of budgeted consolidated EBITDA;
- a minimum consolidated Working Capital Ratio of 1.5:1.

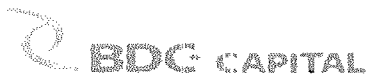
The latest compliance certificate provided to the chartered bank or operating lender shall be provided as well.

All the representations and warranties made by the Borrower or the Corporate Guarantor and their representatives shall be true and exact as at the date of any disbursement of the Financing and a certificate to that effect must be signed by the Borrower and the Corporate Guarantor and their representatives prior to any such disbursement.

The Borrower and the Corporate Guarantor shall have transferred in favour of BDCC all the rights which the Borrower and the Corporate Guarantor hold in any all-risk insurance, including fire insurance, policies affecting their assets, BDCC being designated by the Borrower and the Corporate Guarantor as loss payee on such policies for the full amount of the Financing.

The Financing Parties shall not be (i) in default pursuant to the terms of any other contract, agreement or obligation entered into or executed in favour of BDCC nor (ii) in default under any other agreement with any third party for the granting of a loan or other financial assistance.

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Notwithstanding the foregoing, an amount of \$1,500,000.00 USD (the "Fast Track Disbursement Loan Amount"), which amount is included in and not in addition to, the Financing amount of \$5,000,000.00 USD, may be disbursed prior to the execution of the Security by the Borrower and the Corporate Guarantor subject to:

1) Receipt by BDCC of a promissory note for the full amount of the Fast Track Disbursement Loan Amount (the "Promissory Note"), payable on demand, bearing interest at the interest rate and payable monthly in compliance with the terms and conditions hereof, executed by the Borrower (represented by a duly authorized representative), and to which each Corporate Guarantor (represented by a duly authorized representative), and Maurice Barakat, in his personal capacity, shall intervene to guarantee the payment of all the obligations of the Borrower to BDCC, in principal, interest and otherwise, arising from the Promissory Note and this Letter of Offer, for the full amount of the Fast Track Disbursement Loan Amount and all interest thereon; and

2) The following conditions having been met to the entire satisfaction of BDCC (without requiring satisfaction of any other conditions contained in the Conditions Precedent to Disbursement section in this Letter of Offer):

No Material Adverse Change in the financial situation of the Financing Parties or in the risk evaluation shall have occurred as at the date of any disbursement of the Fast Track Disbursement Loan Amount and the Borrower and the Corporate Guarantor shall provide updated in-house financial statements never older than 60 days which compare favourably with budgets provided and which show no Material Adverse Change in the financial situation of the Borrower or the Corporate Guarantor since the last audited financial statements submitted to BDCC and the internal financial statements submitted to BDCC at the time of authorization.

The above mentioned updated in-house financial statements will also need to evidence the accomplishment of the following milestones:

- 90% of budgeted consolidated EBITDA;
- Minimum consolidated Working Capital Ratio of 1.5:1.

- No Default or Event of Default shall have occurred.
- No Material Adverse Change shall have occurred.

It will be an Event of Default in respect of the Financing if the Borrower and the Corporate Guarantor fail to execute and deliver all required Security to BDCC and meet the conditions precedent set forth in this Letter of Offer within 30 days after BDCC, acting reasonably, provides a written request to the Borrower and Corporate Guarantor to do so.

When all the required Security and conditions set out in this Letter of Offer have been completed to BDCC's satisfaction and BDCC has authorized the disbursement of the remaining Financing amount in the sum of \$3,500,000.00 USD, the personal guarantee

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of Maurice Barakat shall be released, and the Borrower and the Corporate Guarantor shall execute a new promissory note for the full Financing amount.

**UNDERLYING
CONDITIONS:**

So long as any amount owing pursuant to the Financing Documents remains unpaid, the following conditions shall be met:

a) Requested documents:

- (i) the Borrower and the Corporate Guarantor shall remit to BDCC the following financial statements, within 120 days after the end of their respective financial year jointly with the auditor's opinion on the EBITDA and the Excess Available Funds calculations:

Company	Type	Frequency	Period Ending
TCP Reliable, Inc.	Consolidated Audited	Annual	December
Cryopak Industries (2007) ULC	Notice to Reader	Annual	December
NexKemia Petrochemicals Inc.	Review Engagement	Annual	December
DDL, Inc.	Notice to Reader	Annual	December
Cryopak Verification Technologies, Inc.	Notice to Reader	Annual	December
TCP Reliable Manufacturing, Inc.	Notice to Reader	Annual	December
TCP Venture One LLC	Notice to Reader	Annual	December
TCP France SARL	Notice to Reader	Annual	December

- (ii) the Borrower shall remit to BDCC its internal financial statements, on a quarterly basis, on a separate basis, and consolidated, within 30 days after the end of each quarter;
- (iii) the quarterly internal financial statements remitted to BDCC shall have a comparative section with the results of the corresponding period of the last financial year;
- (iv) each of the Financing Parties which is an individual shall remit on demand to BDCC an up-to-date personal net worth statement using the BDCC's Statement of Personal Affairs;
- (v) the Borrower and the Corporate Guarantor shall remit further to any change in the enterprise or on demand to BDCC (i) a corporate ownership chart, (ii) an organizational chart and (iii) an updated list of

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- employees reporting to the President and CEO;
- (vi) the Borrower and the Corporate Guarantor shall remit annually to BDCC a listing of all aged accounts payable and accounts receivable with a copy of the approved annual budget;
 - (vii) the Financing Party which is the owner and beneficiary of the Life Insurance contract hypothecated herein in favour of BDCC shall, on demand, obtain from the Insurer, and remit to BDCC, an insurance certificate confirming the payment up to date of the insurance premiums and that the policy is in force.
- b) Each of the Financing Parties must provide BDCC, as quickly as possible, with the financial statements and reports and any other financial information that BDCC may reasonably require from time to time;
- c) All references to dollar amounts in the Financing Documents, in any Schedule to the Financing Documents, in any amendment to the Financing Documents, or in any security document shall be considered as US dollars, except where such document specifically expresses the funds as Canadian dollars and except for any hypothec governed by Quebec law, which shall be in Canadian dollars.

If, for the purposes of enforcing the Security, obtaining or enforcing a judgment in any court or for any other purpose hereunder, it is necessary to convert any amount from the currency in which it is denominated into another currency, the rate of exchange applied shall be the rate of exchange quoted by the Bank of Canada on the business day preceding the day on which any determination of such rate is to be made, as the noon mid-market spot rate for conversions of the original currency into the second currency.

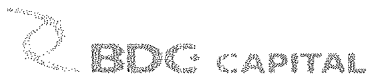
This US dollar Financing cannot be converted into a Canadian dollar Financing.

Monthly payments are made through pre-authorized payments as BDCC does not allow payment by cheque. Note that the amounts indicated on the Borrower's billing notice are in US dollars even if it is not clearly marked as such.

In addition, so long as any amount owing under or pursuant to the Letter of Offer or any other Financing Document remains unpaid, the financial ratios mentioned below must be met at all times by each of the Borrower and the Corporate Guarantor, on a consolidated basis:

- a) A minimum amount of Working Capital representing 9.00 % of the Annual Gross Sales of the preceding year-end of the Borrower and the Corporate Guarantor on a consolidated basis, established yearly 120 days after year-end;
- b) A Term Debt to Tangible Equity Ratio of a maximum of 0.75:1;
- c) Based on the Borrower only : A minimum amount of Working Capital representing 25 % of the Annual Gross Sales of the preceding year-end of the Borrower, established yearly 120 days after year-end;

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The above mentioned ratios shall be tested quarterly, on the basis of the consolidated annual audited financial statements of the Borrower and the Corporate Guarantor.

DISBURSEMENT:

Unless otherwise authorized and except for refinancing of BDCC loans, funds will be disbursed to BDCC's legal counsel who will confirm to BDCC the execution, delivery and registration of the security. The latter may, if they have provided their final invoicing concurrently with the above confirmation, pay it from the disbursed funds. Any subsequent fees or disbursement shall be collected directly from the Borrower.

BDCC may cancel any portion of the Financing which has not been disbursed after twelve months from March 10, 2016 (the "Authorization Date").

FEES:

Cancellation Fee

Unless the Financing has been disbursed by March 10, 2017 (the "Lapsing Date"), the Borrower and the Corporate Guarantor shall pay BDCC a cancellation fee of 3.00 % of the amount of the Financing, provided, however, that BDCC shall have the right to extend the Lapsing Date in its sole and entire discretion without notice to or consent from the Borrower and the Corporate Guarantor.

In case of partial disbursement not already provided for in this Letter of Offer, any part of the Financing that has not been disbursed by the Lapsing Date will be cancelled. If more than 50 % of the Financing is cancelled, the Borrower and the Corporate Guarantor shall pay a prorated part of the above stated cancellation fee proportionate to the percentage of the Financing cancelled.

The cancellation fee is payable on demand and is liquidated damages, not a penalty, and represents a reasonable estimate of BDCC's damages should the Financing be cancelled or allowed to lapse in whole or in part.

Standby Fee

Commencing 6 months after the Authorization Date, the Borrower and the Corporate Guarantor shall pay BDCC a non-refundable standby fee calculated at a rate of 3 % per annum on the portion of the Financing which has not been advanced. This fee shall be calculated daily and be payable in arrears commencing on the next occurring Payment Date and on each Payment Date thereafter.

Financing Management Fee

The Borrower and the Corporate Guarantor shall pay BDCC a non-refundable management fee of \$1,000.00 per month. This management fee is payable on the date of the first Payment Date following the advance of the Financing and thereafter on each monthly anniversary of such first advance, until the Maturity Date.

Legal Fees and Expenses

The Borrower and the Corporate Guarantor shall pay all legal fees and expenses of BDCC incurred in connection with the Financing and the Financing Documents including the enforcement of the Financing and the Financing Documents. All legal fees and expenses of BDCC in connection with any amendment or waiver related to the foregoing shall also be for the account of the Borrower and the Corporate Guarantor.

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The Borrower's and the Corporate Guarantor's obligation to indemnify BDCC under this Section continues before and after default and notwithstanding repayment of the Financing or discharge of any part or all of the Security.

**REPRESENTATIONS
AND WARRANTIES:**

Each of the Borrower and the Corporate Guarantor makes the representations and warranties in Schedule A – Section III. These representations and warranties shall survive the execution of the Letter of Offer and shall continue in force and effect until the full payment and performance of all obligations of the Financing Parties pursuant to the Financing Documents.

COVENANTS:

So long as any amount owing pursuant to the Financing Documents remains unpaid, each of the Borrower and the Corporate Guarantor shall perform the covenants set forth in Schedule "A" – Section IV.

Without limiting the above, each of the Borrower and the Corporate Guarantor will notify BDCC of its intent to use IFRS and acknowledges, by undertaking to sign the resulting amended forms or contracts, that there may be modifications required to the calculation of EBITDA, Excess Available Funds, required ratios and to other pertinent calculations to ensure the spirit of the underlying conditions is maintained.

EVENTS OF DEFAULT:

The occurrence of any of the events listed in Schedule A – Section V and any event of default listed hereunder constitute an event of default under the Letter of Offer. If a default occurs, any obligation of BDCC to make any advance, shall, at BDCC's option, terminate and BDCC may, at its option, demand immediate payment of the Financing and enforce any security, the whole without any prejudice to the covenants of the Financing Parties to pay the Royalties, the Bonus on Sale, the Bonus Equity or the Prepayment Bonus, as applicable, if a portion of the Financing has been disbursed before the occurrence of the default justifying the application of this paragraph.

Furthermore, and until such time as the full Financing amount is disbursed, the failure by the Borrower and the Corporate Guarantor to execute and deliver all required Security to BDCC and meet the conditions precedent set forth in this Letter of Offer within 30 days after BDCC, acting reasonably, provides a written request to the Borrower and Corporate Guarantor to do so shall constitute a default pursuant to this Letter of Offer.

Furthermore, any default pursuant to the terms of the loans granted by Business Development Bank of Canada in favour of the Borrower (loans number 082957-01, 082957-02 and 082957-03) shall constitute a default pursuant to this Letter of Offer.

**EVIDENCE OF
INDEBTEDNESS**

BDCC may, but shall not be obliged to, request the Borrower and the Corporate Guarantor to execute and deliver from time to time such promissory notes as may be required in order to evidence any of its obligations in respect of the Financing.

CONFLICTS:

The Financing Documents constitute the entire agreement between BDCC and the Financing Parties. To the extent that any provision of the Financing Documents is inconsistent with or in conflict with the provisions of the Letter of Offer, the provisions of the Letter of Offer shall govern.

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INDEMNITY: The Borrower and the Corporate Guarantor shall indemnify and hold BDCC harmless against any and all claims, damages, losses, liabilities and expenses incurred, suffered or sustained by BDCC by reason of or relating directly or indirectly to the Financing Documents save and except any such claim, damage, loss, liability and expense resulting from the gross negligence or wilful misconduct of BDCC.

SCHEDULES: All Schedules have been inserted after the signature page and form an integral part of the Letter of Offer.

DEFINITIONS: In the Letter of Offer, capitalized terms have the meanings described in Schedule "A"-Section I or Section II or are defined elsewhere in the text of the Letter of Offer.

GOVERNING LAW: The Letter of Offer shall be governed by and construed in accordance with the laws of the province of Québec and the laws of Canada applicable therein. Any claim or suit for any reason whatsoever under this Letter of Offer shall be brought in the judicial district of Montréal, province of Québec, Canada, at the exclusion of any other judicial district which may have jurisdiction over such dispute as prescribed by law.

SUCCESSORS AND ASSIGNS: The Letter of Offer shall be binding on and enure to the benefit of each Financing Party and BDCC and their respective successors and assigns. No Financing Party shall have the right to assign, in whole or in part, its rights and obligations under or pursuant to the Financing Documents without BDCC's prior written consent.

ACCEPTANCE The Letter of Offer and any modification of it may be executed and delivered by original signature, fax, or any other electronic means of communication acceptable to BDCC and in any number of counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same Letter of Offer.

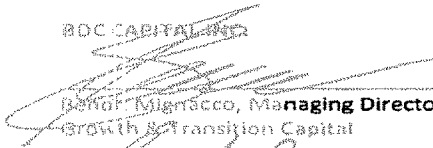
LANGUAGE CLAUSE: (QUEBEC ONLY) The parties hereby confirm their express wish that the Letter of Offer and all related documents be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente lettre d'offre ainsi que tous les documents qui s'y rattachent soient rédigés en langue anglaise.

Should you have any questions regarding the Letter of Offer, do not hesitate to communicate with Bernard Melameth at (514) 283-1709.

This 5th day of April 2016.

By:


BDC CAPITAL INC.


Daniel Migliaccio, Managing Director
Growth & Transition Capital

By:


Bernard Melameth, Director
Growth & Transition Capital

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CONSENT AND ACCEPTANCE

Each Financing Party hereby accepts the foregoing terms and conditions set forth above and in all attached Schedules.

Signed this 8 day of April 2016.

Borrower

NexiChem Petrochemicals Inc.

By: [Signature]

President

Corporate Guarantor

TCP Reliable, Inc.

By: [Signature]

TCP Reliable Manufacturing, Inc.

By: [Signature]

TCP Venture One LLC

By: [Signature]

Cryopak Industries (2007) ULC

By: [Signature]

TCP Finance SARL

By: [Signature]

Cryopak Verification Technologies Inc.

By: [Signature]

DDL, Inc.

By: [Signature]

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SCHEDULE A

SECTION I DEFINITIONS

"Annual Gross Sales" means comprehensively (during a given financial year) the total amount of the actual selling price of the totality of the goods sold and the services rendered by a business carried on by all the companies whose annual gross sales are used for the purposes of this calculation (the "seller") regardless of the place where the goods and services are sold, notably the following amounts:

- (i) the amounts received by the seller in consideration of the sale of goods, articles and merchandise;
- (ii) the amounts received by the seller in consideration of services rendered;
- (iii) the amounts received by the seller in consideration of the sale or leasing of any property (including Intellectual property) of the seller or other persons or the granting of a licence in respect of any such property;
- (iv) all the amounts received and receivable, whatever they may be; and
- (v) all the proceeds, if applicable, from Insurance against operating losses and the insurance proceeds received in respect of any business of the seller;

In each case, regardless of whether these sales or these amounts received are certified by a cheque, cash, a credit, a charge account, instruments or otherwise, without any deduction permitted for bank charges, bad debt accounts, remuneration of a collection agency or bad debts, but does not include:

- (i) the amount of retail sales taxes or goods and services taxes imposed by any governmental authority directly on sales and collected from customers at the point of sale by the seller acting as a representative of such authority, provided that the amount of these taxes is added to the selling price, that it is not part of the indicated price of the article or the service and that it is actually paid by the seller to such authority;
- (ii) the refunds granted in consideration of merchandise sold to the seller, to the extent that the selling price of such merchandise has previously been included in the annual gross sales; and
- (iii) any refund on merchandise obtained from suppliers and manufacturers.

"Available Funds" – has the meaning set forth in Schedule C hereof.

"Available Funds Coverage Ratio" – is calculated by dividing the Available Funds by the current portion of the long-term debt.

"BDCC's Base Rate" – means the annual rate of interest announced by the Bank through its offices from time to time as its base rate applicable to each of BDCC's fixed interest

rate plans then in effect for determining the fixed interest rates on Canadian dollar loans.

"BDCC's Floating Base Rate" – means the annual rate of interest announced by the Bank through its offices from time to time as its floating rate then in effect for determining the floating interest rates on Canadian dollar loans. The interest rate applicable to the Financing shall vary automatically without notice to the Financing Parties upon each change in BDCC's Floating Base Rate.

"Change of Control" – means the effective sale or transfer of or change in the Control of any Person or any written or verbal agreement pursuant to which the Control of a Person is transferred from one Person to another, or the engagement to do any of the above.

"Control" – means holding directly or indirectly more than fifty percent (50%) of the voting shares of a Person.

"Corresponding Fixed Interest Rate Plan" means, at any time in respect of a prepayment, the fixed interest rate plan then being offered by BDCC to its clients equal to the number of years, rounded to the nearest year (minimum of one year), from the date such prepayment is received to the earlier of (i) the next scheduled Interest Adjustment Date, or (ii) the Maturity Date.

"EBITDA" – has the meaning set forth in Schedule C hereof.

"Excess Available Funds" has the meaning set forth in Schedule C hereof.

"Financing" – shall have the meaning indicated in the preamble, or, as the context may require, at any time the unpaid principal balance of the Financing.

"Financing Documents" – means, collectively, the application for financing, the Letter of Offer, the security contemplated by the Letter of Offer and all other documents, instruments and agreements delivered in connection with the foregoing.

"Financing Party" – means either the Borrower or any of the Guarantors and "Financing Parties" means collectively each of the Borrower or Guarantor.

"IFRS" – means the International Financial Reporting Standards issued by the International Accounting Standards Board and adopted by the Accounting Standards Board as Canadian GAAP for publicly accountable enterprises and the ones which opt to adopt such standards.

"Interest Adjustment Date" – means, in respect of any fixed interest rate plan, the day after the interest Expiration Date of such fixed interest rate plan.

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"Interest Expiration Date" - means the date on which a fixed interest rate plan expires.

"Material Adverse Change" - means (i) a material adverse change in, or a material adverse effect upon, the financial condition, operations, assets, business, properties or prospects of any Financing Party, (ii) a material impairment of the ability of any Financing Party to perform any of its obligations under any Financing Document, or (iii) a material adverse effect upon any substantial portion of the assets subject to security in favour of BDCC or upon the legality, validity, binding effect, rank or enforceability of any Financing Document.

"Person" - includes any individual, natural person, sole proprietorship, partnership, limited partnership, unincorporated association, syndicate or organization, any trust, body corporate, government agency, and a natural person in his or her capacity as trustee, executor, administrator, or other legal representative and any other form of organization or entity whatsoever.

"Private Enterprise GAAP" means the accounting standards for private enterprises, Part II CICA Handbook.

"Tangible Equity" - means the sum of the amount of the Financing; plus the share capital (except for preferred shares that are included in long-term debt, except if they are subordinated); plus retained earnings; plus subordinated loans or advances from the shareholders in favor of BDCC; minus loans or advances to the shareholders, directors, related or non-related businesses other than in the normal course of business; minus non-business assets.

"Term Debt" - means the sum of the long-term debt plus the capital leases including the current portion to be paid over the next 12 months; plus the book value of preferred shares subject to a formal redemption agreement that would set out precise amounts and dates, if any.

"Term Debt to Tangible Equity Ratio" - means the ratio of the Term Debt over the Tangible Equity.

"Working Capital" - means the total current assets minus the total current liabilities (within the meaning ascribed to them by Private Enterprise GAAP, applied consistently) less future income tax expenses and less the account receivables due from related parties or outside the ordinary course of business and plus the current portion of the long-term debt due over the next twelve (12) months.

"Working Capital Ratio" - is calculated by dividing total current assets (within the meaning ascribed to them by Private Enterprise GAAP, applied consistently) less future income tax receivable, less account receivable due from related parties or outside the ordinary course of business by the total current liabilities excluding the current portion of the long-term debt due over the next twelve (12) months.

SECTION II PREPAYMENT DEFINITIONS

"Prepayment Indemnity" - means the sum of the Present Values calculated for each Payment Date from the date of prepayment until the Maturity Date of the Financing.

"Interest Differential Charge" - means the sum of the Present Values calculated for each Payment Date from the date of prepayment until the Maturity Date of the difference between BDCC's Base Rate on this Financing and BDCC's Base Rate for the Corresponding Fixed Interest Rate Plan, which is applicable only if BDCC's Base Rate on this Financing is greater than BDCC's Base Rate at the time of a prepayment.

"Prepayment Bonus" - means the sum of the Interest Differential Charge and the Prepayment Indemnity.

"Present Values" - for the purpose of determining the Interest Differential Charge and the Prepayment Indemnity will be computed at a discount rate ("DR") equal to (i) BDCC's Base Rate for the Corresponding Fixed Interest Rate Plan as the discount rate in the case of a Financing subject to a fixed interest rate, or (ii) BDCC Floating Base Rate as the discount rate in the case of a Financing subject to a floating interest rate and the manner of such computation will be according to the following formula:

$$\frac{CF}{(1 + (DR / 12))^t}$$

Where:

- "CF" is the sum of: (i) the Variance (if positive) multiplied by the principal prepayment amount, (ii) the difference between BDCC's Base Rate on this Financing and BDCC's Base Rate for the Corresponding Fixed Interest Rate Plan (if positive and if the Financing is subject to Fixed Interest Rate Plan) multiplied by the principal prepayment amount, (iii) the financing management fees and (iv) if applicable, any fixed component of the Additional Return which would otherwise have been outstanding at the Payment Date until the Maturity Date;
- "DR" is the applicable discount rate; and
- "t" is the number of monthly periods between the prepayment date and the Maturity Date.

SECTION III REPRESENTATIONS AND WARRANTIES

Each of the Borrower and the Corporate Guarantor hereby represents and warrants to BDCC that:

- 1 It is a partnership, trust or corporation, as the case may be, duly constituted, validly existing and duly registered or qualified to carry on business in each jurisdiction where it is required by applicable laws to be so registered or qualified.

- 2 The execution, delivery and performance of its obligations under the Letter of Offer and the other Financing Documents to which it is a party have been duly authorized and constitute legal, valid and binding obligations enforceable in accordance with their respective terms.
- 3 It is not in violation of any applicable law, which violation could lead to a Material Adverse Change.
- 4 No Material Adverse Change exists and there are no circumstances or events that constitute or would constitute, with the lapse of time, the giving of notice or otherwise, a Material Adverse Change.
- 5 It is not in default under the Letter of Offer or any other Financing Document.
- 6 All information provided by it to BDCC is complete and accurate and does not omit any material fact and, without limiting the generality of the foregoing, all financial statements delivered by it to BDCC fairly present its financial condition as of the date of such financial statements and the results of its operations for the period covered by such financial statements, all in accordance with Private Enterprise GAAP.
- 7 There is no pending or threatened claim, action, prosecution or proceeding of any kind including but not limited to non-compliance with environmental law or arising from the presence or release of any contaminant against it or its assets before any court or administrative agency which, if adversely determined, could lead to a Material Adverse Change.
- 8 In respect of properties and assets charged pursuant to the Financing Documents, it has good and marketable title, free and clear of any encumbrances, except for what has been disclosed herein or has been accepted in writing by BDCC.
- 9 It is the rightful owner of all its Intellectual property with all right, title and interest in and to all of its Intellectual property.

The foregoing representations and warranties shall remain in full force and true until the Financing is repaid in full.

SECTION IV COVENANTS

Each of the Borrower and the Corporate Guarantor shall:

1. Perform its obligations and covenants under the Financing Documents.

2. Maintain in full force and effect and enforceable the Security contemplated by this Letter of Offer.
3. Notify BDCC immediately of the occurrence of any default under the Letter of Offer or any other Financing Documents.

4. Comply with all applicable laws and regulations.

5. Keep all its assets insured for physical damages and losses on an "All-Risks" basis for their full replacement value and cause all such insurance policies to name BDCC as loss payee as its interests may appear. The policies shall also name BDCC as mortgagee and include a standard mortgage clause in respect of buildings over which BDCC holds security and, as further security, assign or hypothecate all insurance proceeds to BDCC; and

if requested by BDCC, maintain adequate general liability insurance and environmental insurance or any other type of insurance it may reasonably require to protect it against any losses or claims arising from pollution or contamination incidents and to provide certified copies of such policies.

6. Notify BDCC immediately of any loss or damage to its property.

7. Without limiting the generality of paragraph 4 above, in relation to its business operations and the assets and projects of its business, operate in conformity with all environmental laws and regulations; make certain that its assets are and will remain free of environmental damage; inform BDCC immediately upon becoming aware of any environmental issue and promptly provide BDCC with copies of all communications with environmental authorities and all environmental assessments; pay the cost of any external environmental consultant engaged by BDCC to effect an environmental audit and the cost of any environmental rehabilitation or removal necessary to protect, preserve or remediate the assets, including any fine or penalty BDCC is obligated to incur by reason of any statute, order or directive by a competent authority.

8. Promptly pay all government remittances, assessments and taxes including real estate taxes and provide BDCC with proof of payments as BDCC may request from time to time.

9. Promptly furnish to BDCC such information, reports, certificates and other documents concerning any Financing Party as BDCC may reasonably request from time to time.

10. Not engage in, or permit its premises to be used by a tenant or other person, for any activity which BDCC,

from time to time, deems ineligible, including without limitation any of the following ineligible activities:

- a) businesses that are sexually exploitive or that are inconsistent with generally accepted community standard of conduct and propriety, including those that feature sexually explicit entertainment, products or services; businesses that are engaged in or associated with illegal activities; businesses trading in countries that are proscribed by the Federal Government;
- b) businesses that operate as stand-alone nightclubs, bars, lounges, cabarets, casinos, discotheques, video arcades, pool and billiard halls, and similar operations;
- c) businesses that promote nudism and naturism.

BDCC's finding that there is an ineligible activity will be final and binding between the parties and shall not be subject to review. The prohibition set out in this paragraph 10 shall also apply to any entity that Controls, is Controlled by, or that is under the common control with, any Financing Party.

11. In the event that one or several related corporations are incorporated or acquired, including all new subsidiaries and sister companies of the Borrower, these new entities shall ratify and become a party to this Letter of Offer as co-borrower or guarantor at the sole discretion of BDCC. BDCC may require that these new entities grant in favour of BDCC security which shall be registered on their assets to guarantee their respective obligations and the obligations and the Financing pursuant to this Letter of Offer.

NEGATIVE COVENANTS

Without the prior written consent of BDCC, each of the Borrower and the Corporate Guarantor shall not:

1. Change the nature of its business.
2. Amalgamate, merge, acquire or otherwise combine its business, or create an affiliated company ("affiliate" having the meaning given to it in the *Canada Business Corporations Act*), or sell or otherwise transfer a substantial part of its business or any substantial part of its assets, or grant any operating license.
3. Permit any of its shareholders to sell or transfer their shares in the capital stock of such Financing Party save and except shares listed on a recognized stock exchange acceptable to BDCC.

4. Permit any Change of Control of such Financing Party or change the capital structure of such Financing Party by contractual or other means.
5. Permit any change in the shareholding of such Financing Party, except for options issued to employees under an approved stock option plan.
6. Allow a loan to be sought or extended, an investment to be made, a guarantee to be given, and no asset securing the Financing shall be pledged or hypothecated to another creditor, whether done for the benefit of the Borrower or for the benefit of a third party.
7. Declare a dividend on, or redeem or repay any obligation in respect of any shares in its capital. In addition, any advance or transfer of funds in any form whatsoever shall be made to the ultimate shareholders and/or to the corporations they own.
8. Make any modifications to the end date of its fiscal year, its accounting standards and/or policies.

SECTION V EVENTS OF DEFAULT

1. Any Financing Party fails to pay any amount owing under or pursuant to the Financing Documents.
2. Any Financing Party fails to comply with or to perform any provision of the Letter of Offer or any other Financing Documents.
3. Any Financing Party is in default under any other agreement with BDCC or any third party for the granting of a loan or other financial assistance and such default remains unremedied after any cure period provided in such other agreement.
4. Any representation or warranty made by any Financing Party herein or in any other Financing Document is breached, false or misleading in any material respect, or becomes at any time false.
5. Any schedule, certificate, financial statement, report, notice or other writing furnished by any Financing Party to BDCC in connection with the Financing is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified.
6. Any Financing Party becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay its debts as they become due; or any Financing Party applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for such Financing Party or any property thereof, or makes a general assignment for the benefit of

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creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for any Financing Party or for a substantial part of the property of such Financing Party; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of any Financing Party; or any Financing Party takes any action to authorize, or in furtherance of, any of the foregoing.

7. The Borrower and/or the Corporate Guarantor ceases or threatens to cease to carry on all or a substantial part of its business.
8. The occurrence of a Change of Control of the Borrower and/or the Corporate Guarantor from the date of the application of financing.
9. The occurrence, in the opinion of BDCC, of a Material Adverse Change.

SECTION VI

GENERAL TERMS AND CONDITIONS

Each Financing Party agrees to the following additional provisions:

Interest Cap

If the aggregate amount of charges payable as interest, additional interest, interest on arrears, or any other charges paid or payable in connection with the Financing (collectively the "Charges") at any time whatsoever would constitute the application of an effective annual rate of interest in excess of the limit permitted by any applicable law, then the Charges shall be reduced so that the charges paid or payable shall not exceed the maximum permissible under such law. Any excess which has been paid will be refunded by BDCC within ten (10) business days following BDCC's determination of the amount to be refunded.

Other Available Interest Rate Plans

If applicable, the Borrower having selected a floating interest rate plan may select BDCC available fixed interest rate plan. The expiry date of the selected plan shall occur after the Initial Maturity Date or subsequently amended Maturity Date of the Financing. If the Borrower so selects any fixed rate plan before the Acceptance Date, it shall be based on BDCC's Base Rate in effect on the Authorization Date. If the selection is made after the Acceptance Date, the Borrower will have to pay to BDCC applicable fee and the interest rate shall be based on BDCC's Base Rate then in effect. The new rate shall become effective on the fourth day following receipt of the request by BDCC.

However, in the event of a period of increased interest rate volatility, which will be determined by a fluctuation of greater than 0.5% during the same transaction day of the

yield to maturity of the five-year Canada bond benchmark, BDCC reserves the right to suspend the borrower's right to switch from a floating interest rate plan to a fixed interest rate plan.

Interest Adjustment Date

If the Financing is not paid in full by the Interest Adjustment Date, BDCC will set a new interest rate plan based on the revised Interest Adjustment Date of the Financing at BDCC's Base Rate then in effect adjusted by the Variance and shall then notify the Borrower.

In the event BDCC should demand repayment of the Financing by reason of an event of default, any fixed interest rate applicable at the time of demand shall continue to apply to the Financing until full repayment and shall not be adjusted at the next Interest Adjustment Date.

Pre-Authorized Payment System

All payments provided for in the Letter of Offer must be made by pre-authorized debits from the Borrower's bank account. The Borrower shall sign all documentation required to that effect and provide a sample cheque marked void.

Application of Payments

All payments will be applied in the following order:

1. any Prepayment Bonus (including the monthly interest and interest Differential Charge);
2. protective disbursements;
3. standby fees (arrears and current);
4. arrears, in the following order: transaction fees, administration fees, management fees, Royalties, bonuses or other premiums, interest and principal;
5. current balances, in the following order: transaction fees, management fees, Royalties, bonuses or other premiums, interest and principal;
6. cancellation fees; and
7. other amounts due and payable under the Financing Documents.

Other than regular payments of principal and interest, BDCC may apply any other monies received by it, before or after default, to any debt the Borrower may owe BDCC under or pursuant to the Letter of Offer or any other agreement and BDCC may change those applications from time to time in its sole discretion.

Consent to Disclosure and Exchange of Information

Each Financing Party authorizes BDCC, at any time and from time to time, (i) to obtain financial, compliance, account status and any other information about a Financing Party and its respective business from its accountants, its auditors, any financial institution, creditor, credit reporting or rating agency, credit bureau, governmental department, body or utility, and (ii) to disclose and exchange information with any financial institution relating to, in connection with or arising from the business of any Financing Party which BDCC may currently have or subsequently obtain.

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Each Financing Party recognizes that in accordance with prudent business practices to « know your client » and in accordance with its internal policies, BDCC may be required to obtain, verify, maintain information regarding the Financing Parties, their directors, their officers duly authorized to sign, their shareholders or other persons who exercise control over each Financing Party. Each Financing Party agrees to provide without delay all information, including supporting documents and other evidence that BDCC, or a potential assignee or another company with an

interest in BDCC, acting reasonably, could ask to comply with internal policies or legislation in the fight against the laundering of proceeds of crime or financing of terrorist activities that apply to them.


Notices

Notices must be in writing and may be given in person, or by letter sent by fax, mail, courier or electronically; if to a Financing Party, at its address above or such other addresses as the Financing Party may advise BDCC in writing, or if to BDCC, at BDCC's address above.

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SCHEDULE B

Corporate Guarantee


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SCHEDULE C

Memorandum of Understanding Re: EBITDA and Excess Available Funds calculations

This memorandum is used to define the basis of the EBITDA that will be used for calculating the Additional Return, notably without limitation the Royalties, and the Excess Available Funds that will be used to calculate the principal payments, as set out in financing # _____ authorized on _____ by BDCC in favor of the Borrower.

[Needs to be based on the audited financial statements or review engagement.]

DEFINITIONS:

"EBITDA": means with respect to the Borrower, net income before:

- interest (long term and short term);
- income taxes;
- depreciation and /or Impairment and/or impairment of assets;
- management fees, royalties and charges of financial institutions;
- discretionary bonuses (as defined below);
- gains or losses from the disposal of assets;
- gains or losses on debt write-offs or to related persons;
- expenses related to stock-based compensation;
- any expenses related to the assessment of capital stock such as, without limiting the foregoing the adjustment of the redemption value of preferred shares;
- any return on preferred shares to be submitted to the income statement;
- any other entry outside the ordinary course of business with no impact on cash flow, including without limiting the generality of the foregoing, any impact of the transition to new accounting standards.

"Available Funds": means with respect to the Borrower for any period of 12 months (or end of fiscal year), the sum of the net profits plus:

- depreciation and /or Impairment and/or impairment of assets;
- discretionary bonuses (as defined below);
- gains or losses from the disposal of assets;
- gains or losses on debt write-offs or to related persons;
- expenses related to stock-based compensation;
- any expenses related to the assessment of capital stock such as, without limiting the foregoing the adjustment of the redemption value of preferred shares;
- any return on preferred shares to be submitted to the income statement;
- any other entry outside the ordinary course of business with no impact on cash flow, including without limiting the generality of the foregoing, any impact of the transition to new accounting standards.

"Excess Available Funds": are defined as the Available Funds minus the normal current portion of the long-term debt paid during the year.

For the purpose of this memorandum, "Discretionary Bonus" means any salary, bonuses, fees and other benefits paid to Mr. * (or a related corporation) by the Borrower in excess of an aggregate of \$* per year (plus benefits related) plus % per year from *, * 201* and all salary, bonuses, fees and other benefits paid to Mr. * and Mr. ** (or a related corporation) by the Corporate Guarantor in excess of an aggregate of \$* per year (plus benefits related) plus % per year from *, * 201*.

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In addition, without limiting the foregoing, any increase in unbudgeted and unjustified fees which would intentionally reduce EBITDA or Excess Available Funds will be added thereto and the calculation adjusted.

Finally, the Borrower [and the Corporate Guarantor] commits itself to:

1. To produce its audited[or review engagement] financial statements annually according the Private Enterprise GAAP[FRS] and to maintain the same accounting principles as those used in the latest annual audited/review mission statements dated _____.
2. To produce an annual confirmation of the EBITDA and the Excess Available Funds calculations by the external auditors starting with the _____ financial year.
3. To obtain BDCC's written permission before creating any new entity and allow the EBITDA and the Excess Available Funds of such new entity, if positive, to be added to the present calculations.

IN WITNESS WHEREOF, the parties signed at Edwin this April 8 2016

BDC CAPITAL INC.

Per: _____

The Borrower agrees to the present memorandum:

Thierry Bouquet (The Borrower)

Per: [Signature]

The Corporate Guarantor agrees to the present memorandum:

Thierry Bouquet (The Corporate Guarantor)

Per: [Signature]

Acknowledged as true and signed
for identification and annexed to
deed number 13518 of
the repertoire of the undersigned
notary.

Pierre Meunier

SCHEDULE "D"

TO

**UNIVERSAL HYPOTHEC
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

**NEXKEMIA PETROCHEMICALS INC. /
NEXKEMIA PÉTROCHIMIE INC.**

LIST OF INTELLECTUAL PROPERTY

SCHEDULE "D"
INTELLECTUAL PROPERTY

United States Patent and Trademark Office ("USPTO")

Patents / Patents Application

- ▶ **"EXPANDED POLYSTYRENE MADE USING D-LIMONENE AS A PLASTICIZER"**, patent filed at the USPTO on December 11, 2013 under application number 14/102,731 and registered on July 8, 2014 under number 8 772 362; and
- ▶ **"SHAPING OF EXPANDED POLYSTYRENE MADE USING D-LIMONENE AS A PLASTICIZER"**, patent filed at the USPTO on April 15, 2014 under application number 14/253128 and registered on October 15, 2015 under number 20150291759.

Acknowledged as true and signed
for identification and annexed to
deed number 15518 of
the repertoire of the undersigned
notary.



Pierre Meunier
J. Meunier

**K A U F M A N
L A R A M É E**
ATTORNEYS

BY FACSIMILE

April 29, 2016

UNITED STATES PATENT AND TRADEMARK OFFICE

Mail Stop Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria VA, 22313-1450

Subject: Universal Hypothec for Present and Future Obligations (Lien) granted on Patents and Patent Applications by NexKemia Petrochemicals Inc. / NexKemia Petrochimie Inc. ("**Conveying Party**") in favour of BDC Capital Inc. ("**Receiving Party**")
Our File: 12529-49

Madam:
Sir:

Please find enclosed herewith a copy of an agreement entitled "Universal Hypothec for Present and Future Obligations", duly executed on April 26, 2016 by and between the Receiving Party and the Conveying Party (the "**Security Agreement**"). Under the terms of the enclosed Security Agreement, the Conveying Party grants a hypothec (lien) in favour of the Receiving Party on all of its Patents and Patent Applications duly registered with the United States Patent and Trademark Office under respective names and registry numbers described hereinafter (the "**Patents**"):

Name	Application Number- Serial Number / Patent Publication Number
EXPANDED POLYSTYRENE MADE USING D-LIMONENE AS A PLASTICIZER	Application: #14/102,731 Registration # 8 772 362
SHAPING OF EXPANDED POLYSTYRENE MADE USING D-LIMONENE AS A PLASTICIZER	Application: #14/253,128 Registration # 20150291759