

THIS IS EXHIBIT "U" TO THE
AFFIDAVIT OF GARY IVANY
SWORN THIS 23RD DAY OF NOVEMBER, 2018.



A Commissioner for taking affidavits

AIRD BERLIS

Steven L. Graff
Direct: 416.865.7726
E-mail: sgraff@airdberlis.com

November 13, 2018

**PRIVATE & CONFIDENTIAL
DELIVERED BY REGULAR MAIL AND COURIER**

DME Limited Partnership
c/o DME General Partner Inc.
54 Hillstrom Avenue
Charlottetown, PE C1E 2C6

DME Limited Partnership
c/o DME General Partner Inc.
333 Bay Street, Suite 640
Toronto, Ontario M5H 2R2

Dear Sir/Madam:

Re: Indebtedness of DME Limited Partnership (the "Debtor") to Royal Bank of Canada, as administrative agent and a lender (the "Agent")

We are the lawyers for the Agent in connection with its lending arrangements with the Debtor.

The Debtor is indebted to the Lenders (as defined in the Credit Agreement) with respect to certain credit facilities (the "Credit Facilities") made available by the Lenders to the Debtor pursuant to and under the terms of a credit agreement between, *inter alios*, the Agent, as agent and a lender, and the Debtor, as borrower, dated November 17, 2015 (the "Original Credit Agreement"), as amended or otherwise modified by (i) a consent agreement dated September 20, 2016 (the "Consent Agreement"), (ii) a first amending agreement dated July 14, 2017 (the "First Amendment"), (iii) a second amending agreement dated February 14, 2018 (the "Second Amendment"), (iv) an accommodation agreement dated July 26, 2018 (the "Accommodation Agreement"), and as extended pursuant to various extension agreements each dated August 31, 2018, September 7, 2018, September 14, 2018, October 2, 2018, October 22, 2018, October 29, 2018 and November 5, 2018 (the "Extension Agreements", and together with the Original Credit Agreement, the Consent Agreement, the First Amendment, the Second Amendment and the Accommodation Agreement, and as the same may be further amended, the "Credit Agreement").

The following amounts are owing for principal and interest under the Credit Facilities pursuant to the Credit Agreement as of November 13, 2018:

Facility:	Indebtedness
Revolving Facility	\$5,508,555.32
Standby Fee	\$2,844.24
Term Facility	\$12,026,432.87
DME VISA Facility	\$196,131.65
Legal Fees	\$29,999.48
Total Indebtedness:	\$17,733,964.08

The Debtor is in default of its obligations under to the Credit Agreement, including, without limitation,

the failure by the Debtor to observe certain covenants, terms and conditions contained in the Credit Agreement. On behalf of the Agent, we hereby make formal demand for payment of **\$17,733,964.08**, together with accruing interest and any and all costs and expenses (including, without limitation, additional legal and other professional fees) incurred by the Agent (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreement and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, a general security agreement dated November 17, 2015, granted by the Debtor, which grants the Agent, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.

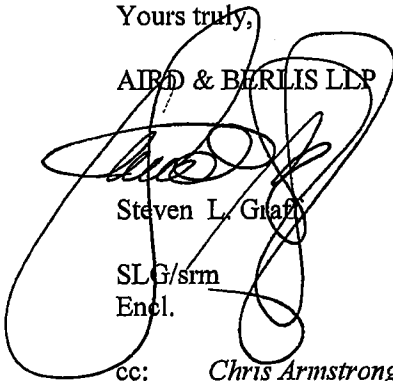
If payment of the Indebtedness is not received immediately, the Agent shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, steps to appoint an interim receiver, receiver or receiver and manager of the Debtor, in which case the Agent will also be seeking all costs incurred in so doing.

On behalf of the Agent, we enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

The Agent hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Yours truly,

AIRD & BERLIS LLP



Steven L. Glantz

SLG/srm

Encl.

cc: *Chris Armstrong, Goodmans LLP*
Client
Kyle Plunkett, Aird & Berlis LLP

AIRD BERLIS

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

Delivered By Regular Mail and Courier

TO: **DME Limited Partnership**
c/o DME General Partner Inc.
54 Hillstrom Avenue
Charlottetown, PE C1E 2C6

DME Limited Partnership
c/o DME General Partner Inc.
333 Bay Street, Suite 640
Toronto, Ontario M5H 2R2

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada, as administrative agent and lender (“Agent”), a secured creditor, intends to enforce its security on the property, assets and undertakings of DME Limited Partnership (the “Debtor”), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory, leaseholds and all other personal property interests of the Debtor.
2. The security that is to be enforced is in the form of, *inter alia*, a general security agreement dated November 17, 2015, granted by the Debtor, which grants the Agent, amongst other things, a security interest in any and all of the Debtor’s property, assets and undertakings (the “Security”).
3. As at November 13, 2018, the total amount of the indebtedness secured by the Security is the sum of \$17,733,964.08 in principal and interest, plus accruing interest and recovery costs of the Agent (including, without limitation, the Agent’s legal and other professional fees).
4. The Agent will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 13th day of November, 2018.

**ROYAL BANK OF CANADA, as administrative
agent and lender, by its lawyers, Aird & Berlis LLP**

Per: 

Steven L. Graff

Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

34220461.2

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

AIRD BERLIS

Steven L. Graff
Direct: 416.865.7726
E-mail: sgraff@airdberlis.com

November 13, 2018

**PRIVATE & CONFIDENTIAL
DELIVERED BY REGULAR MAIL AND COURIER**

DME General Partner Inc.
333 Bay Street, Suite 640
Toronto, Ontario M5H 2R2

Dear Sir/Madam:

Re: Indebtedness of DME Limited Partnership (the "Borrower") to Royal Bank of Canada, as administrative agent and a lender (the "Agent"), guaranteed by, *inter alios*, DME General Partner Inc. ("DME GP")

We are the lawyers for the Agent in connection with its lending arrangements with the Borrower.

The Borrower is indebted to the Lenders (as defined in the Credit Agreement) with respect to certain credit facilities (the "Credit Facilities") made available by the Lenders to the Borrower pursuant to and under the terms of a credit agreement between, *inter alios*, the Agent, as agent and a lender, and the Borrower, as borrower, dated November 17, 2015 (the "Original Credit Agreement"), as amended or otherwise modified by (i) a consent agreement dated September 20, 2016 (the "Consent Agreement"), (ii) a first amending agreement dated July 14, 2017 (the "First Amendment"), (iii) a second amending agreement dated February 14, 2018 (the "Second Amendment"), (iv) an accommodation agreement dated July 26, 2018 (the "Accommodation Agreement"), and as extended pursuant to various extension agreements each dated August 31, 2018, September 7, 2018, September 14, 2018, October 2, 2018, October 22, 2018, October 29, 2018 and November 5, 2018 (the "Extension Agreements", and together with the Original Credit Agreement, the Consent Agreement, the First Amendment, the Second Amendment and the Accommodation Agreement, and as the same may be further amended, the "Credit Agreement").

DME GP guaranteed the obligations of the Borrower to the Agent pursuant to an unlimited written guarantee, dated November 17, 2015, together with interest thereon from the date of demand for payment at the rates applicable to the Borrower's debts to the Agent (the "Guarantee").

The following amounts are owing for principal and interest under the Credit Facilities pursuant to the Credit Agreement as of November 13, 2018:

Facility:	Indebtedness
Revolving Facility	\$5,508,555.32
Standby Fee	\$2,844.24
Term Facility	\$12,026,432.87
DME VISA Facility	\$196,131.65
Legal Fees	\$29,999.48
Total Indebtedness:	\$17,733,964.08

The Borrower is in default of its obligations under to the Credit Agreement, including, without limitation, the failure by the Borrower to observe certain covenants, terms and conditions contained in the Credit Agreement. On behalf of the Agent, we hereby make formal demand for payment of \$17,733,964.08, together with accruing interest and any and all costs and expenses (including, without limitation, legal and other professional fees) incurred by the Agent (collectively, the “Guaranteed Indebtedness”). Payment is required to be made immediately. Interest continues to accrue on the Guaranteed Indebtedness at the rates established by the Credit Agreement, the Guarantee and any other agreement, as applicable.

The Guaranteed Indebtedness is secured by, *inter alia*, (a) a general security agreement dated November 17, 2015, granted by DME GP, which grants the Agent, amongst other things, a security interest in any and all of DME GP’s property, assets and undertakings, (b) a debenture dated November 17, 2015 granted by DME GP in favour of the Agent in respect of the real property municipally known as 54 Hillstrom Avenue, Charlottetown, Prince Edward Island (the “Hillstrom Property”), and (c) a debenture dated June 30, 2017 granted by DME GP in favour of the Agent in respect of the real property municipally known as 38 McCarville St., Charlottetown, Prince Edward Island (the “McCarville Property”, and together with the Hillstrom Property, the “Properties”).

If payment of the Guaranteed Indebtedness is not received immediately, the Agent shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, steps to appoint an interim receiver, receiver or receiver and manager of DME GP and/or the commencement of power of sale proceedings with respect to the Properties, in which case the Agent will also be seeking all costs incurred in so doing.

On behalf of the Agent, we enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “BIA Notice”).

The Agent hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Yours truly,

AIRD & BERLIS LLP


Steven L. Graff

SLG/srm
Encl.

cc: Chris Armstrong, Goodmans LLP
Client
Kyle Plunkett, Aird & Berlis LLP

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

Delivered By Regular Mail and Courier

TO: **DME General Partner Inc.**
333 Bay Street, Suite 640
Toronto, Ontario M5H 2R2

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada, as administrative agent and lender (“**Agent**”), a secured creditor, intends to enforce its security on the property, assets and undertakings of DME General Partner Inc. (the “**Debtor**”), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory, leaseholds and all other personal property interests of the Debtor.
2. The security that is to be enforced is in the form of, *inter alia*, (a) a general security agreement dated November 17, 2015, granted by the Debtor, which grants the Agent, amongst other things, a security interest in any and all of the Debtor’s property, assets and undertakings, (b) a debenture dated November 17, 2015 granted by the Debtor over the real property municipally known as 54 Hillstrom Avenue, Charlottetown, Prince Edward Island, and (c) a debenture dated June 30, 2017 granted by Debtor over the real property municipally known as 38 McCarville St., Charlottetown, Prince Edward Island (collectively, the “**Security**”).
3. As at November 13, 2018, the total amount of the indebtedness secured by the Security is the sum of \$17,733,964.08 in principal and interest, plus accruing interest and recovery costs of the Agent (including, without limitation, the Agent’s legal and other professional fees).
4. The Agent will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 13th day of November, 2018.

ROYAL BANK OF CANADA, as administrative agent and lender, by its lawyers, **Aird & Berlis LLP**

Per: _____

Steven L. Graff

Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

34220463.2

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

AIRD BERLIS

Steven L. Graff
Direct: 416.865.7726
E-mail: sgraff@airdberlis.com

November 13, 2018

**PRIVATE & CONFIDENTIAL
DELIVERED BY REGULAR MAIL AND COURIER**

Atlantic Systems Manufacturing (2016) Ltd.
38 McCarville Street
Charlottetown, Prince Edward Island C1E 2A6

Atlantic Systems Manufacturing (2016) Ltd.
54 Hillstrom Avenue
Charlottetown, Prince Edward Island C1E 2C6

Dear Sir/Madam:

Re: Indebtedness of DME Limited Partnership (the "Borrower") to Royal Bank of Canada, as administrative agent and a lender (the "Agent"), guaranteed by Atlantic Systems Manufacturing (2016) Ltd. ("Atlantic")

We are the lawyers for the Agent in connection with its lending arrangements with the Borrower.

The Borrower is indebted to the Agent with respect to certain credit facilities (the "Credit Facilities") made available by the Lenders to the Borrower pursuant to and under the terms of a credit agreement between, *inter alios*, the Agent, as agent and a lender, and the Borrower, as borrower, dated November 17, 2015 (the "Original Credit Agreement"), as amended or otherwise modified by (i) a consent agreement dated September 20, 2016 (the "Consent Agreement"), (ii) a first amending agreement dated July 14, 2017 (the "First Amendment"), (iii) a second amending agreement dated February 14, 2018 (the "Second Amendment"), (iv) an accommodation agreement dated July 26, 2018 (the "Accommodation Agreement"), and as extended pursuant to various extension agreements each dated August 31, 2018, September 7, 2018, September 14, 2018, October 2, 2018, October 22, 2018, October 29, 2018 and November 5, 2018 (the "Extension Agreements", and together with the Original Credit Agreement, the Consent Agreement, the First Amendment, the Second Amendment and the Accommodation Agreement, and as the same may be further amended, the "Credit Agreement").

Atlantic guaranteed the obligations of the Borrower to the Agent pursuant to an unlimited written guarantee, dated April, 2016, together with interest thereon from the date of demand for payment at the rates applicable to the Borrower's debts to the Agent (the "Guarantee").

The following amounts are owing for principal and interest under the Credit Facilities pursuant to the Credit Agreement as of November 13, 2018:

Facility:	Indebtedness
Revolving Facility	\$5,508,555.32
Standby Fee	\$2,844.24
Term Facility	\$12,026,432.87
DME VISA Facility	\$196,131.65

Legal Fees	\$29,999.48
Total Indebtedness:	\$17,733,964.08

In addition, Atlantic is directly indebted to the Agent in respect of a VISA Business Facility (the "VISA Facility") in the amount of \$2,459.37, as at November 13, 2018.

The Borrower is in default of its obligations under to the Credit Agreement, including, without limitation, the failure by the Borrower to observe certain covenants, terms and conditions contained in the Credit Agreement. On behalf of the Agent, we hereby make formal demand for payment of \$17,736,423.45 (including the VISA Facility), together with accruing interest and any and all costs and expenses (including, without limitation, legal and other professional fees) incurred by the Agent (collectively, the "Guaranteed Indebtedness"). Payment is required to be made immediately. Interest continues to accrue on the Guaranteed Indebtedness at the rates established by the Credit Agreement, the Guarantee and any other agreement, as applicable.

The Guaranteed Indebtedness is secured by, *inter alia*, a general security agreement dated April 21, 2016, granted by Atlantic, which grants the Agent, amongst other things, a security interest in any and all of Atlantic's property, assets and undertakings.

If payment of the Guaranteed Indebtedness is not received immediately, the Agent shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, steps to appoint an interim receiver, receiver or receiver and manager of Atlantic, in which case the Agent will also be seeking all costs incurred in so doing.

On behalf of the Agent, we enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA Notice").

The Agent hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Yours truly,

AIRD & BERLIS LLP

Steven L. Graff

SLG/srm

Encl.

cc: *Chris Armstrong, Goodmans LLP*
Client
Kyle Plunkett, Aird & Berlis LLP

AIRD BERLIS

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

Delivered By Regular Mail and Courier

TO: **Atlantic Systems Manufacturing (2016) Ltd.**
38 McCarville Street
Charlottetown, Prince Edward Island C1E 2A6

Atlantic Systems Manufacturing (2016) Ltd.
54 Hillstrom Avenue
Charlottetown, Prince Edward Island C1E 2C6

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada, as administrative agent and lender ("Agent"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Atlantic Systems Manufacturing (2016) Ltd. (the "Debtor"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory, leaseholds and all other personal property interests of the Debtor.
2. The security that is to be enforced is in the form of, *inter alia*, a general security agreement dated April 21, 2016, granted by the Debtor, which grants the Agent, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings (the "Security").
3. As at November 13, 2018, the total amount of the indebtedness secured by the Security is the sum of \$17,736,423.45 in principal and interest, plus accruing interest and recovery costs of the Agent (including, without limitation, the Agent's legal and other professional fees).
4. The Agent will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 13th day of November, 2018.

ROYAL BANK OF CANADA, as administrative agent and lender, by its lawyers, Aird & Berlis LLP

Per: 

Steven L. Graff

Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5L 2T9
Tel: 416-863-1500
Fax: 416-863-1515

34220466.1

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

AIRD BERLIS

Steven L. Graff
Direct: 416.865.7726
E-mail: sgraff@airdberlis.com

November 13, 2018

**PRIVATE & CONFIDENTIAL
DELIVERED BY REGULAR MAIL AND COURIER**

DME Canada Acquisitions Inc.
510 West Georgia Street, Suite 1800
Vancouver, British Columbia V6C 3L2

Dear Sir/Madam:

Re: Indebtedness of DME Limited Partnership (the "Borrower") to Royal Bank of Canada, as administrative agent and a lender (the "Agent"), guaranteed by DME Canada Acquisitions Inc. ("DME Canada")

We are the lawyers for the Agent in connection with its lending arrangements with the Borrower.

The Borrower is indebted to the Lenders (as defined in the Credit Agreement) with respect to certain credit facilities (the "**Credit Facilities**") made available by the Lenders to the Borrower pursuant to and under the terms of a credit agreement between, *inter alios*, the Agent, as agent and a lender, and the Borrower, as borrower, dated November 17, 2015 (the "**Original Credit Agreement**"), as amended or otherwise modified by (i) a consent agreement dated September 20, 2016 (the "**Consent Agreement**"), (ii) a first amending agreement dated July 14, 2017 (the "**First Amendment**"), (iii) a second amending agreement dated February 14, 2018 (the "**Second Amendment**"), (iv) an accommodation agreement dated July 26, 2018 (the "**Accommodation Agreement**"), and as extended pursuant to various extension agreements each dated August 31, 2018, September 7, 2018, September 14, 2018, October 2, 2018, October 22, 2018, October 29, 2018 and November 5, 2018 (the "**Extension Agreements**"), and together with the Original Credit Agreement, the Consent Agreement, the First Amendment, the Second Amendment and the Accommodation Agreement, and as the same may be further amended, the "**Credit Agreement**").

DME Canada guaranteed the obligations of the Borrower to the Agent pursuant to an unlimited written guarantee, dated October 24, 2016, together with interest thereon from the date of demand for payment at the rates applicable to the Borrower's debts to the Agent (the "**Guarantee**").

The following amounts are owing for principal and interest under the Credit Facilities pursuant to the Credit Agreement as of November 13, 2018:

Facility:	Indebtedness
Revolving Facility	\$5,508,555.32
Standby Fee	\$2,844.24
Term Facility	\$12,026,432.87
DME VISA Facility	\$196,131.65
Legal Fees	\$29,999.48
Total Indebtedness:	\$17,733,964.08

The Borrower is in default of its obligations under to the Credit Agreement, including, without limitation, the failure by the Borrower to observe certain covenants, terms and conditions contained in the Credit Agreement. On behalf of the Agent, we hereby make formal demand for payment of **\$17,733,964.08**, together with accruing interest and any and all costs and expenses (including, without limitation, legal and other professional fees) incurred by the Agent (collectively, the "**Guaranteed Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Guaranteed Indebtedness at the rates established by the Credit Agreement, the Guarantee and any other agreement, as applicable.

The Guaranteed Indebtedness is secured by, *inter alia*, a general security agreement dated October 24, 2016, granted by DME Canada, which grants the Agent, amongst other things, a security interest in any and all of DME Canada's property, assets and undertakings.

If payment of the Guaranteed Indebtedness is not received immediately, the Agent shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, steps to appoint an interim receiver, receiver or receiver and manager of DME Canada, in which case the Agent will also be seeking all costs incurred in so doing.

On behalf of the Agent, we enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

The Agent hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Yours truly,

AIRD & BERLIS LLP

Steven L. Graff

SLG/srm

Encl.

cc: *Chris Armstrong, Goodmans LLP*
Client
Kyle Plunkett, Aird & Berlis LLP

AIRD BERLIS

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

Delivered By Regular Mail and Courier

TO: **DME Canada Acquisitions Inc.**
510 West Georgia Street, Suite 1800
Vancouver, British Columbia V6C 3L2

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada, as administrative agent and lender (“Agent”), a secured creditor, intends to enforce its security on the property, assets and undertakings of DME Canada Acquisitions Inc. (the “Debtor”), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory, leaseholds and all other personal property interests of the Debtor.
2. The security that is to be enforced is in the form of, *inter alia*, a general security agreement dated October 24, 2016, granted by the Debtor, which grants the Agent, amongst other things, a security interest in any and all of the Debtor’s property, assets and undertakings (the “Security”).
3. As at November 13, 2018, the total amount of the indebtedness secured by the Security is the sum of \$17,733,964.08 in principal and interest, plus accruing interest and recovery costs of the Agent (including, without limitation, the Agent’s legal and other professional fees).
4. The Agent will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 13th day of November, 2018.

ROYAL BANK OF CANADA, as administrative agent and lender, by its lawyers, Aird & Berlis LLP

Per: _____

Steven L. Graff

Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-5000
Fax: 416-863-1515

34220464.1

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

AIRD BERLIS

Steven L. Graff
Direct: 416.865.7726
E-mail: sgraff@airdberlis.com

November 13, 2018

**PRIVATE & CONFIDENTIAL
DELIVERED BY REGULAR MAIL AND COURIER**

DME US Holdco Inc.
333 Bay Street, Suite 640
Toronto, Ontario M5H 2R2

Dear Sir/Madam:

Re: Indebtedness of DME Limited Partnership (the "Borrower") to Royal Bank of Canada, as administrative agent and a lender (the "Agent"), guaranteed by DME US Holdco Inc. ("DME US")

We are the lawyers for the Agent in connection with its lending arrangements with the Borrower.

The Borrower is indebted to the Lenders (as defined in the Credit Agreement) with respect to certain credit facilities (the "Credit Facilities") made available by the Lenders to the Borrower pursuant to and under the terms of a credit agreement between, *inter alios*, the Agent, as agent and a lender, and the Borrower, as borrower, dated November 17, 2015 (the "Original Credit Agreement"), as amended or otherwise modified by (i) a consent agreement dated September 20, 2016 (the "Consent Agreement"), (ii) a first amending agreement dated July 14, 2017 (the "First Amendment"), (iii) a second amending agreement dated February 14, 2018 (the "Second Amendment"), (iv) an accommodation agreement dated July 26, 2018 (the "Accommodation Agreement"), and as extended pursuant to various extension agreements each dated August 31, 2018, September 7, 2018, September 14, 2018, October 2, 2018, October 22, 2018, October 29, 2018 and November 5, 2018 (the "Extension Agreements", and together with the Original Credit Agreement, the Consent Agreement, the First Amendment, the Second Amendment and the Accommodation Agreement, and as the same may be further amended, the "Credit Agreement").

DME Canada guaranteed the obligations of the Borrower to the Agent pursuant to an unlimited written guarantee, dated October 24, 2016, together with interest thereon from the date of demand for payment at the rates applicable to the Borrower's debts to the Agent (the "Guarantee").

The following amounts are owing for principal and interest under the Credit Facilities pursuant to the Credit Agreement as of November 13, 2018:

Facility:	Indebtedness
Revolving Facility	\$5,508,555.32
Standby Fee	\$2,844.24
Term Facility	\$12,026,432.87
DME VISA Facility	\$196,131.65
Legal Fees	\$29,999.48
Total Indebtedness:	CAD\$17,733,964.08

The Borrower is in default of its obligations under to the Credit Agreement, including, without limitation, the failure by the Borrower to observe certain covenants, terms and conditions contained in the Credit Agreement. On behalf of the Agent, we hereby make formal demand for payment of **CAD\$17,733,964.08**, together with accruing interest and any and all costs and expenses (including, without limitation, legal and other professional fees) incurred by the Agent (collectively, the “**Guaranteed Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Guaranteed Indebtedness at the rates established by the Credit Agreement, the Guarantee and any other agreement, as applicable.

The Guaranteed Indebtedness is secured by, *inter alia*, a general security agreement dated October 24, 2016, granted by DME US, which grants the Agent, amongst other things, a security interest in any and all of DME US’s property, assets and undertakings.

If payment of the Guaranteed Indebtedness is not received immediately, the Agent shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, steps to appoint an interim receiver, receiver or receiver and manager of DME US, in which case the Agent will also be seeking all costs incurred in so doing.

On behalf of the Agent, we enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”).

The Agent hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Yours truly,

AIRD & BERLIS LLP


Steven L. Graf

SLG/srm
Encl.

cc: *Caris Armstrong, Goodmans LLP*
Client
Kyle Plunkett, Aird & Berlis LLP

AIRD BERLIS

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

Delivered By Regular Mail and Courier

TO: **DME US Holdco Inc.**
333 Bay Street, Suite 640
Toronto, Ontario M5H 2R2

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada, as administrative agent and lender (“Agent”), a secured creditor, intends to enforce its security on the property, assets and undertakings of DME US Holdco Inc. (the “Debtor”), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory, leaseholds and all other personal property interests of the Debtor.
2. The security that is to be enforced is in the form of, *inter alia*, a general security agreement dated October 24, 2016, granted by the Debtor, which grants the Agent, amongst other things, a security interest in any and all of the Debtor’s property, assets and undertakings (the “Security”).
3. As at November 13, 2018, the total amount of the indebtedness secured by the Security is the sum of \$17,733,964.08 in principal and interest, plus accruing interest and recovery costs of the Agent (including, without limitation, the Agent’s legal and other professional fees).
4. The Agent will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 13th day of November, 2018.

ROYAL BANK OF CANADA, as administrative agent and lender, by its lawyers, Aird & Berlis LLP

Per: 

Steven L. Graff

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Fax: 416-863-1515

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Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.