

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

**ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS &
DOORS INC., and N.A.P. WINDOWS & DOORS LTD.**

Respondents

**APPLICATION RECORD
(Motion for an Order appointing Receiver)
(Hearing scheduled for March 29, 2021 at 9:30 a.m., via video conference)**

March 1, 2021

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

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Lawyers for Royal Bank of Canada

TO:

SERVICE LIST

ZOOM DETAILS

(re: motion to appoint Receiver, returnable on March 29, 2021)

Topic: Royal Bank of Canada v. Aluminart Products Limited, et al

Time: Mar 29, 2021 09:30 AM Eastern Time (US and Canada)

Join Zoom Meeting

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SERVICE LIST

(re: motion to appoint Receiver, returnable on March 29, 2021)

NO.	NAME	METHOD OF SERVICE
1.	ALUMINART PRODUCTS LIMITED 1 Summerlea Road Brampton ON L6T 4V2	DELIVERED PERSONALLY
2.	ARCOR WINDOWS & DOORS INC. 1 Summerlea Road Brampton ON L6T 4V2	DELIVERED PERSONALLY
3.	N.A.P. WINDOWS & DOORS LTD. 400 – 725 Granville Street Vancouver BC V7Y 1G5	BY COURIER
4.	MILLER THOMSON LLP 5800 – 40 King Street West Toronto ON M5H 3S1 Craig A. Mills Tel: (416) 595-8596 E-mail: cmills@millerthomson.com Lawyers for the Respondents, Aluminart Products Limited, Arcor Windows & Doors Inc. and N.A.P. Windows & Doors Ltd.	BY E-MAIL TO: cmills@millerthomson.com
5.	MSI SPERGEL INC. 505 Consumers Road, Suite 200, Toronto ON M2J 4V8 Mukul Manchanda Tel: (416) 498-4314 E-mail: mmanchanda@spergel.ca Proposed Receiver	BY E-MAIL TO: mmanchanda@spergel.ca
6.	HARRISON PENZA LLP 450 Talbot Street London ON N6A 5J6 Tim Hogan Tel: (519) 661-6743 E-Mail: thogan@harrisonpenza.com Lawyers for msi Spergel inc.	BY E-MAIL TO: thogan@harrisonpenza.com

NO.	NAME	METHOD OF SERVICE
7.	<p>HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by Ministry of Finance Legal Services Branch 33 King Street West, 6th Floor Oshawa, ON L1H 8E9</p> <p>Attention: Kevin O'Hara Senior Counsel, Ministry of Finance Tel: (905) 433-6934 Fax: (905) 436-4510 E-Mail: kevin.ohara@fin.gov.on.ca</p>	<p>BY E-MAIL TO: kevin.ohara@fin.gov.on.ca</p>
8.	<p>CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office The Exchange Tower, Box 36 130 King Street West, Suite 3400 Toronto ON M5X 1K6</p> <p>Attention: Diane Winters Tel: (416) 952-8563 E-Mail: diane.winters@justice.gc.ca</p>	<p>BY E-MAIL TO: diane.winters@justice.gc.ca</p>
9.	<p>INSOLVENCY UNIT Province of Ontario E-Mail: insolvency.unit@ontario.ca</p>	<p>BY E-MAIL TO: insolvency.unit@ontario.ca</p>
10.	<p>LIPMAN ZENER WAXMAN 100 Sheppard Avenue East, Suite 850 Toronto ON M2N 6N5</p> <p>Allan Lipman E-Mail: alipman@lzwlaw.com</p> <p>Lawyers for Business Development Bank of Canada</p>	<p>BY E-MAIL TO: alipman@lzwlaw.com</p>
11.	<p>MERCEDES-BENZ FINANCIAL MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION 2680 Matheson Boulevard, Suite 500 Mississauga ON L4W 0A5</p> <p>Attention: Sabine Khalaf</p>	<p>BY E-MAIL TO: sabine.khalaf@daimler.com</p>

NO.	NAME	METHOD OF SERVICE
12.	RCAP LEASING INC. 300 - 5575 North Service Road Burlington ON L7L 6M1 Michael Segatti Sr. Account Manager Tel: (905) 331-2893 E-mail: michael.segatti@rcapleasing.com	BY E-MAIL TO: michael.segatti@rcapleasing.com csc@rcapleasing.com
13.	2M7 FINANCIAL SOLUTIONS 64 Signet Drive North York ON M9L 2Y4 Tel: 647-761-6506 E-mail: info@2m7.ca	BY E-MAIL TO: info@2m7.ca
14.	ICAPITAL FINANCIAL SERVICES CORP. 103 – 91 Skyway Avenue Toronto ON M9W 6R5 Tel: 1-877-251-7171 E-mail: info@icapital.ca	BY E-MAIL TO: info@icapital.ca
15.	EVOLOCITY FINANCIAL GROUP 1100 Boul. Rene-Levesque O. Montreal QC H3B 4N4 Tel: 1-877-781-0148 E-mail: info@evolocity.ca	BY E-MAIL TO: info@evolocity.ca
16.	ON DECK CAPITAL CANADA, INC. 1100 Rene-Levesque Boulevard West Montreal QC H3B 4N4 Tel: (855) 704-7458 E-mail: customer.service@ondeck.ca	BY E-MAIL TO: customer.service@ondeck.ca

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TAB 1

CV-21-00657729-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:



ROYAL BANK OF CANADA

Applicant

and

**ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS & DOORS INC.
and N.A.P. WINDOWS & DOORS LTD.**

Respondents

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

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

-2-

330 University Avenue, 9th Floor, Toronto ON M5G 1R7

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

on March 29, 2021, at 9:30 a.m., before a judge presiding over the Commercial List *(or on a day to be set by the registrar)*.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date	<u>February 25, 2021</u>	Issued by	<u>Christina Irwin</u>	<small>Digitally signed by Christina Irwin DN: cn=Christina Irwin, o=Superior Court of Justice, ou=Client Services Representative/Registrar, email=christina.irwin@ontario.ca, c=CA Date: 2021.02.25 15:05:28 -05'00'</small>
				Local Registrar

Address of court office: Superior Court of Justice
 330 University Avenue, 9th Floor
 Toronto ON M5G 1R7

TO: **ALUMINART PRODUCTS LIMITED**
 1 Summerlea Road
 Brampton ON L6T 4V2

AND TO: **ARCOR WINDOWS & DOORS INC.**
 1 Summerlea Road
 Brampton ON L6T 4V2

-3-

AND TO: **N.A.P. WINDOWS & DOORS LTD.**
400 – 725 Granville Street
Vancouver BC V7Y 1G5

AND TO: **SERVICE LIST**

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APPLICATION

1. The Applicant makes application for:
 - (a) if necessary, an order abridging the time for service and filing of this notice of application and the application record, validating service effected to date, and an order dispensing with service thereof on any party other than the persons served;
 - (b) an order appointing msi Spergel inc. as receiver (in such capacities, the **"Receiver"**), without security of all of the assets, undertakings, and properties of the respondents, Aluminart Products Ltd. (**"Aluminart"**), Arcor Windows & Doors Inc. (**"Arcor"**), and N.A.P. Windows & Doors Ltd. (**"NAP"**) (collectively the **"Debtors"**), and all other property, assets and undertakings relating thereto; and
 - (c) Such further and other Relief as to this Honourable Court may seem just.
2. The grounds for the application are:
 - (a) Aluminart is directly indebted to RBC in connection with certain credit facilities. RBC is a secured creditor of Aluminart.
 - (b) Arcor and NAP guaranteed the indebtedness of Aluminart to RBC and in support of their guarantees executed General Security Agreements in favour of RBC.

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- (c) The Debtors came under management of RBC's Special Loans and Advisory Group in 2018.
- (d) On June 6, 2019, RBC made formal written demand for payment on the Debtors (the "**Demands**") and issued notices of intention to enforce security pursuant to section 244(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c B-3, as amended ("**BIA**").
- (e) Following the Demands, the parties entered into a Forbearance Agreement and several extension agreements (four in total), with the last extension agreement expiring on September 1, 2020 (more than one year after the Demands).
- (f) The Debtors failed to repay the indebtedness to RBC by September 1, 2020 despite the many extensions provided to the Debtors.
- (g) The parties agreed to enter into an Accommodation Agreement dated December 11, 2020, which required the Debtors to, *inter alia*, make specific payments to RBC.
- (h) Aluminart failed to make required payments within the time prescribed under the Accommodation Agreement. Aluminart also failed to deposit \$475,000 into Aluminart's current banking account maintained with RBC despite promises to do so.

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- (i) Among other things, the accounts of the Debtors are frequently in an excess position causing cheques and debit requests to be returned by RBC due to insufficient funds.
- (j) The indebtedness owing to RBC remains outstanding and the Demands have long expired (more than one year ago).
- (k) In the circumstances, RBC wishes to take any and all steps necessary to preserve and protect the security and realize on same.
- (l) The Debtors consented to the appointment of a receiver under the Forbearance Agreement.
- (m) The appointment of a receiver is provided for in the security agreements provided by the Debtors to RBC.
- (n) RBC proposes that msi Spergel inc. be appointed as receiver of the Debtors. The Debtors appointed msi Spergel inc. as consultant and msi Spergel inc. is familiar with the financial affairs and operations of the Debtors.
- (o) Other grounds as set out in the Affidavit of Robert Fick.
- (p) The terms of the lending and security agreements.
- (q) Subsection 243(1) of the BIA.
- (r) Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

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- (s) Rules 1.04, 2.03, 3.02 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.
 - (t) Such further and other grounds as the lawyers may advise and this Honourable Court may permit.
3. The following documentary evidence will be used at the hearing of the application:
- (a) Affidavit of Robert Fick and the exhibits thereto.
 - (b) Consent of msi Spergel inc.
 - (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

25
February 23, 2021

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

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Lawyers for the Applicant

B E T W E E N

ROYAL BANK OF CANADA
Applicant

-and-

ALUMINART PRODUCTS LIMITED, et al.
Respondents

<p>ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST</p> <p>Proceeding commenced at Toronto</p>	<p>NOTICE OF APPLICATION</p> <p>MINDEN GROSS LLP Barristers and Solicitors 2200 - 145 King Street West Toronto, ON M5H 4G2</p> <p>Rachel Moses (LSO# 42081V) rmoses@mindengross.com</p> <p>Tel: 416-369-4115</p> <p>Lawyers for the Applicant</p>
--	--

TAB 2

Court File No. CV-21-00657729-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

**ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS & DOORS INC.
and N.A.P. WINDOWS & DOORS LTD.**

Respondents

**AFFIDAVIT OF ROBERT FICK
(SWORN FEBRUARY 26, 2021)**

I ROBERT FICK, of the Village of Hastings, in the Municipality of Trent Hills, **MAKE OATH AND SAY:**

1. I am a Senior Manager in the Special Loans and Advisory Services Group ("**Special Loans and Advisory Group**") with Royal Bank of Canada ("**RBC**").
2. RBC is a secured creditor of Aluminart Products Limited ("**Aluminart**"), Arcor Windows & Doors Inc. ("**Arcor**") and N.A.P. Windows & Doors Ltd. ("**NAP**") (collectively the "**Debtors**"). I am responsible for management of the Debtors' accounts maintained with RBC as well as the credit facilities advanced to Aluminart. Accordingly, I have personal knowledge of the matters set out below. Where I have relied on

information from others, I state the source of such information and verily believe it to be true.

3. This Affidavit is sworn in support of an application for a receivership order substantially in the form appended as Tab 3 of the RBC's Application Record. Specifically, RBC is seeking the appointment of msi Spergel inc. ("**Spergel**") as receiver of the Debtors.

THE DEBTORS

4. Aluminart is an Ontario corporation which carries on business as a manufacturer and distributor of storm doors, patio doors and windows to such retailers as Loews and Home Hardware. Aluminart's corporate profile report, retrieved on May 13, 2019, is attached as **Exhibit "A"**.

5. Aluminart's corporate profile report indicates that its registered office is located at 1 Summerlea Road, Brampton, Ontario (the "**Summerlea Premises**"). Aluminart's directors are Salvatore Caccamo, Joseph Caccamo, Cosimo Caccamo and Linton Pynn.

6. Arcor is an Ontario corporation which carries on business as a manufacturer of windows and doors and supplies to retailers such as Costco. Arcor's corporate profile report, retrieved on May 13, 2019, is attached as **Exhibit "B"**.

7. Arcor's corporate profile report indicates that its registered office is located at the Summerlea Premises. Arcor's director is Cosimo Caccamo.

8. NAP is a British Columbia corporation which carries on business as a manufacturer and supplier of windows and doors. NAP's BC company summary indicates that its registered office is located at 400 – 725 Granville Street, P.O. Box 10325, Vancouver, British Columbia, and that Cosimo Caccamo is a director of NAP. NAP's company summary, retrieved on May 13, 2019, is attached as **Exhibit "C"**.

RBC'S LOANS TO ALUMINART AND RELATED SECURITY

9. Aluminart is directly indebted to RBC in connection with certain credit facilities made available by RBC to Aluminart pursuant to a credit facilities letter agreement dated December 6, 2017 and accepted by Aluminart on December 8, 2017 (the **"Loan Agreement"**). A copy of the Loan Agreement is attached as **Exhibit "D"**.

10. The credit facilities made available by RBC to Aluminart include: i) a \$5,000,000.00 revolving demand facility (in Canadian and/or US currency) (the **"Operating Facility"**), and ii) a \$100,000.00 Visa business facility.

11. Under the Loan Agreement, the borrowings under the Operating Facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims (as defined in the Loan Agreement) for Aluminart, Arcor and NAP (the **"Borrowing Limit"**):

(a) 75% of Good Canadian/US Accounts Receivable;

(b) 85% of Good Designated Accounts Receivables;

(c) For the period of February 1st to August 31st inclusive in each year, to a maximum of \$2,000,000.00, the aggregate of :

(i) 40% of the lesser of cost or net realizable value of Finished Goods Inventory;

(ii) 40% of the lesser of cost or net realizable value of Raw Materials Inventory.

(d) For the period of September 1st to January 31st inclusive in each year, to a maximum of \$1,600,000.00, the aggregate of:

(i) 40% of the lesser of cost or net realizable value of Finished Goods Inventory;

(ii) 40% of the lesser of cost or net realizable value of Raw Materials Inventory.

12. As security for the credit facilities, the Debtors provided the following security to RBC:

- a) a general security agreement on the Bank's Standard Form 924 signed by Aluminart in favour of RBC dated October 22, 2013 (the "**Aluminart GSA**"), registration in respect of which was duly made pursuant to the *Personal Property Security Act (Ontario)* (the "**PPSA**"). A copy of the Aluminart GSA is attached as **Exhibit "E"**;

- b) a general security agreement on the Bank's Standard Form 924 signed by Arcor in favour of RBC dated October 22, 2013 (the "**Arcor GSA**"), registration in respect of which was duly made pursuant to the PPS). A copy of the Arcor GSA is attached as **Exhibit "F"**;
 - c) a general security agreement on the Bank's Standard Form 924 signed by NAP in favour of RBC dated October 22, 2013 (the "**NAP GSA**"), registration in respect of which was duly made pursuant to the PPSA. A copy of the NAP GSA is attached as **Exhibit "G"**;
 - d) a written guarantee and postponement of claim on the Bank's Standard Form 812 dated October 22, 2013 signed by Arcor, and which is limited to the principal sum of \$4,000,000.00 plus interest thereon and recovery costs (the "**Arcor Guarantee**"). A copy of the Arcor Guarantee is attached as **Exhibit "H"**;
 - e) a written guarantee and postponement of claim on the Bank's Standard Form 812 dated October 22, 2013 signed by NAP, and which is limited to the principal sum of \$4,000,000.00 plus interest thereon and recovery costs (the "**NAP Guarantee**"). A copy of the NAP Guarantee is attached as **Exhibit "I"**;
13. A Priority Agreement between RBC, Business Development Bank of Canada ("**BDC**"), and the Debtors was entered into on October 22, 2013 (the "**RBC-BDC Priority Agreement**").

14. Under the RBC-BDC Priority Agreement:
- (a) the Debtors granted to each of RBC and BDC a registered security interest, in all or certain of the Debtors' present and after-acquired personal property to secure present and future debts and obligations of the Debtors to RBC (the "**RBC Security**") and to BDC (the "**BDC Security**"), respectively;
 - (b) "**Listed Equipment**" means the Debtors' equipment listed on Schedule "A" attached to the RBC-BDC Priority Agreement and the Proceeds thereof ("**Proceeds**" has the meaning ascribed to such term pursuant to the PPSA)
 - (c) the RBC Security is postponed and subordinated to the security constituted by the BDC Security with respect to the Listed Equipment, to the extent of the Debtors' indebtedness to BDC;
 - (d) "**Lender Collateral**" means all present and after-acquired personal property of the Debtors, and the Proceeds thereof, other than the Listed Equipment;
 - (e) the BDC Security is postponed and subordinated to the security constituted by the RBC Security with respect to the Lender Collateral, to the extent of the Debtors' indebtedness to RBC.

A copy of the RBC-BDC Priority Agreement is attached as **Exhibit "J"**.

THE DEBTORS' SECURED CREDITORS

Aluminart

15. A copy of the certified PPSA search results for Aluminart, with currency to February 8, 2021, is attached hereto as **Exhibit "K"**.

16. The PPSA search results in connection with Aluminart indicate that other than RBC, there are 8 registrations in favour of Mercedes-Benz Financial Canada Corporation, RCAP Leasing Inc., 2M7 Financial Solutions, Icapital Financial Services Corp., Evolocity Financial Group and BDC, respectively.

Arcor

17. A copy of the certified PPSA search results for Arcor, with currency to February 8, 2021, is attached hereto as **Exhibit "L"**.

18. The PPSA search results in connection with Arcor indicate that other than RBC, there are three registrations in favour of ICapital Financial Services Corp., On Deck Capital Canada, Inc., and BDC, respectively.

NAP

19. A copy of the certified PPSA search results for NAP, with currency to February 8, 2021, is attached hereto as **Exhibit "M"**.

20. The PPSA search results in connection with NAP indicate that other than RBC, there is one registration in favour of BDC.

DEFAULT AND DEMAND

21. As a result of significant losses incurred by Aluminart and other concerns of RBC relating to the financial condition of Aluminart, the Debtors came under management of the Special Loans and Advisory Group in or about December 2018.

22. As of June 6, 2019, and as set out in the demand letter, a total amount of CDN \$3,992,917.45 and USD \$106,837.05 was owing for principal and interest pursuant to the Loan Agreement.

23. RBC made formal written demand on the Debtors for payment of their indebtedness to RBC by letters dated June 6, 2019 (the “**Demand Letter**”). A notice of intention to enforce security (the “**BIA Notice**”) pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, as amended accompanied the Demand Letter sent to the Debtors. Copies of the Demand Letter and the BIA Notice are attached as **Exhibit "N"**.

24. In response to the Demand Letter and the BIA Notice, which expired on June 17, 2019 without repayment of the indebtedness, or other arrangements, satisfactory to RBC, the Debtors and their principals requested time to negotiate with various parties to secure financing and/or equity injections in order to repay the indebtedness to RBC.

FORBEARANCE AGREEMENT AND FORBEARANCE EXTENSION AGREEMENTS

25. On or around July 17, 2019, the Debtors and RBC entered into a forbearance agreement (the “**Forbearance Agreement**”) pursuant to which RBC agreed to refrain from exercising its rights and remedies under, *inter alia*, the Loan Agreement, the PPSA and the BIA until October 17, 2019 (the “**Forbearance Period**”), on a number of conditions, including, but not limited to, the following:

- (a) the Debtors engaged msi Spergel inc. to act as consultant to, *inter alia*, assist the Debtors with the preparation or revision of a fully integrated cash flow forecast and assist with providing any and all information requested by RBC on a go-forward basis;
- (b) the Debtors agreed to repay the Indebtedness (as defined in the Forbearance Agreement”) to RBC by the Forbearance Period;
- (c) the Debtors consented to the appointment of a receiver on application by RBC to the Superior Court of Justice (Ontario) (Commercial List);

A copy of the Forbearance Agreement is attached as **Exhibit “O”**.

26. The Debtors failed to repay the Indebtedness by October 17, 2019.

27. The Debtors advised RBC that they required additional time to repay the Indebtedness, and requested RBC to extend the Forbearance Period.

28. Accordingly, on or around October 17, 2019, RBC and the Debtors, among other parties, entered into a forbearance extension agreement (the “**FA Extension Agreement**”) pursuant to which RBC agreed to further forbear from exercising its rights under the Loan Agreement until the earlier of February 17, 2020 or the occurrence of an Event of Default (as defined in the Forbearance Agreement) (the “**February Forbearance Period**”). A copy of the FA Extension Agreement is attached as **Exhibit “P”**.

29. Pursuant to the FA Extension Agreement, the Debtors, RBC and the Additional Guarantors (being Salvatore Caccamo, Maria Caccamo and Giuseppe Caccamo) agreed, *inter alia*, that RBC has no obligation to continue to forbear after the expiration of the February Forbearance Period, and the Indebtedness is due and payable on February 17, 2020.

30. The February Forbearance Period expired and the Debtors failed to repay the Indebtedness to RBC.

31. The Debtors provided to RBC non-binding offers to finance from Accord Financial Inc. (“**Accord**”) dated February 13, 2020 and Bibby Financial Services (Canada) Inc. dated February 18, 2020, neither of which were accepted by Aluminart.

32. Given the foregoing, the Debtors requested that RBC further extend the February Forbearance Period.

33. Accordingly, on or around February 17, 2020, RBC and the Debtors, among other parties, entered into a second forbearance extension agreement (the “**2nd Extension Agreement**”) pursuant to which RBC agreed to further forbear from exercising its rights under the Loan Agreement until the earlier of April 2, 2020 or the occurrence of an Event of Default (the “**April Forbearance Period**”). A copy of the 2nd Extension Agreement is attached as **Exhibit “Q”**.

34. Prior to the expiration of the April Forbearance Period, the Debtors advised RBC that Aluminart had entered into a term sheet dated February 13, 2020 with Accord, that Accord was in the process of completing its due diligence, which would be delayed as a result of the inability of Accord to complete its physical inspection of the inventory of Aluminart as a result of COVID-19 pandemic, and requested RBC to further extend the April Forbearance Period.

35. Accordingly, on or around April 2, 2020, RBC and the Debtors, among other parties, entered into a third forbearance extension agreement (the “**3rd Extension Agreement**”) pursuant to which RBC agreed to further forbear from exercising its rights under the Loan Agreement until the earlier of September 1, 2020 or the occurrence of an Event of Default (the “**September Forbearance Period**”). A copy of the 3rd Extension Agreement is attached as **Exhibit “R”**.

36. Pursuant to the 3rd Extension Agreement, the Debtors, among other parties, agreed:

- (a) that RBC has no obligation to continue to forbear after the expiration of the September Forbearance Period, and that the Indebtedness is due and payable on September 1, 2020.

37. The September Forbearance Period expired and the Debtors failed to repay the Indebtedness to RBC.

ACCOMMODATION AGREEMENT AND EVENTS POST DECEMBER 11, 2020

38. After providing Aluminart with more than one year to repay the Indebtedness, RBC was no longer prepared to extend the September Forbearance Period. RBC further advised Aluminart that RBC is reserving all of its rights and remedies under the Loan Agreement and the Security it received from the Debtors and from the Additional Guarantors.

39. In response, Aluminart advised RBC that it continues to provide Accord with financial and other information in order for Accord to determine if it will extend facilities to Aluminart in order to fund repayment of the Indebtedness.

40. On or around December 11, 2020, RBC and the Debtors, among other parties, entered into an accommodation agreement (the “**Accommodation Agreement**”) the purpose of which was to, among other things, permanently reduce the operating facility. A copy of the Accommodation Agreement is attached as **Exhibit “S”**.

41. Pursuant to the Accommodation Agreement, paragraphs 3 and 4, provide as follows:

3. The Borrower [Aluminart] shall pay to the Bank the following amounts:
 - (a) on January 4, 2021, the amount of \$100,000, which shall be applied to permanently reduce the Indebtedness, and permanently reduce the amount of the Revolving Credit Facility established under the Loan Agreement from \$5,000,000 to \$4,900,000, which amount remains subject to the Borrowing Limit, as defined in the Loan Agreement;
 - (b) on February 4, 2021, the amount of \$25,000, which shall be applied to permanently reduce the Indebtedness, and permanently reduce the amount of the Revolving Credit Facility established under the Loan Agreement from \$4,900,000 to \$4,875,000, which amount remains subject to the Borrowing Limit;
 - (c) on March 4, 2021, the amount of \$25,000, which shall be applied to permanently reduce the Indebtedness, and permanently reduce the amount of the Revolving Credit Facility established under the Loan Agreement from \$4,875,000 to \$4,850,000, which amount remains subject to the Borrowing Limit;
 - (d) on April 5, 2021, the amount of \$25,000, which shall be applied to permanently reduce the Indebtedness, and permanently reduce the amount of the Revolving Credit Facility established under the Loan Agreement from \$4,850,000 to \$4,825,000, which amount remains subject to the Borrowing Limit;
 - (e) on May 4, 2021, the amount of \$25,000, which shall be applied to permanently reduce the Indebtedness, and permanently reduce the amount of the Revolving Credit Facility established under the Loan Agreement from \$4,825,000 to \$4,800,00, which amount remains subject to the Borrowing Limit; and
 - (f) on June 4, 2021, the balance of the Indebtedness.
4. Each of the Borrower, the Guarantors [Arcor and NAP], and the Additional Guarantors acknowledge and agree as follows:
 - (a) as a result of the Borrower failing to repay the Indebtedness on or before September 1, 2020, an Event of Default has occurred under the Forbearance Agreements;

- (b) the Bank continues to reserve all of its rights and remedies under the Forbearance Agreements, the Loan Agreement, the Security, the Guarantees, the Additional Guarantee, and the Collateral Mortgage; and
- (c) all of the terms and provisions of the Forbearance Agreements remain in full force and effect, including, without limitation, the right of the Bank to enforce the remedies established under Article 10 of the Forbearance Agreement, the consents of the Borrower and Guarantors provided for therein, and the acknowledgements and covenants of the Borrower, Guarantors, and Additional Guarantors contained in the Forbearance Agreement and Forbearance Extension Agreement, including, without limitation, the covenant of the Borrower to provide to the Bank, on the first Business Day of each month, a report on the progress of its refinancing efforts.

42. With respect to the first payment due under the Accommodation Agreement, Aluminart did not make payment of \$100,000 to RBC on January 4, 2021 as required. Instead, the payment was made late.

43. With respect to the second payment due to RBC on February 4, 2021, Aluminart again failed to honour the terms of the Accommodation Agreement. It made the second payment late on February 11, 2021.

44. As noted above, under the Accommodation Agreement RBC expressly reserved all of its rights and remedies against the Debtors.

45. RBC's concerns relating to the Debtors financial condition have only increased since December 2018. As indicated herein, despite the significant amount of time extended to the Debtors to repay the Indebtedness to RBC, the Debtors have failed to do so. In addition, the Debtors have failed to make the required payments due under the Accommodation Agreement. To date, the first two payments (January 4th

and February 4th) have all been made late and in breach of the Accommodation Agreement.

46. Further, shortly after receipt of the January late payment, I sent an email to Cosimo Caccamo (and to Maria Lanteigne, an employee of Aluminart) on January 11, 2021 advising that the current bank accounts of the Debtors (collectively the “**Account**”) was in overdraft in excess of the Borrowing Limit by \$91,606.29 and requested this excess to be immediately covered. A copy of my email and Ms. Lanteigne’s response is attached as **Exhibit “T”**.

47. Since January 11, 2021, including up until the time of swearing this Affidavit, the Account has remained in continual excess of the Borrowing Limit which is of concern to RBC.

48. RBC’s ongoing concerns with the Debtors’ financial condition have been expressed to the Debtors and/or their lawyers since 2019. Recently, these concerns were again expressed to the Debtors and their lawyers, Craig A. Mills, a partner with Miller Thomson LLP. Specifically, on January 27, 2021, I and RBC’s lawyers, Kenneth L. Kallish, a partner with Minden Gross LLP, had a call with the Debtors (Cosimo Caccamo and Guiseppi Caccamo) and Mr. Mills in which RBC expressed the following immediate concerns:

- (a) failure of the Debtors to secure financing to repay the Indebtedness to RBC;

- (b) reduction in the Debtors' banking activity resulting in minimal deposits to the Account;
- (c) the continual excess position in the Account.

49. On February 5, 2021, Mr. Kallish advised Mr. Mills about: (i) Aluminart's failure to make the \$25,000 payment as required by the Accommodation Agreement and (ii) the excess position in the Account. I am advised by Mr. Kallish and believe that he has also advised Mr. Mills that RBC is seeking the appointment of a receiver over the Debtors. Copies of email exchanges between Mr. Kallish and Mr. Mills between January 14, 2021 and February 5, 2021 are attached as **Exhibit "U"**.

PAYMENTS TO CREDITORS AHEAD OF RBC

50. During the course of reviewing the Debtor's bank statements, I noticed daily or recurring debits to Aluminart and/or Arcor's secured creditors being 2M7 Financial Solutions ("**2M7**") (\$1,650.00 from Aluminart's bank account) and Icapital Financial Services ("**Icapital**") (\$3,836.54 from Aluminart's bank account and \$618.75 from Arcor's bank account). I also noticed other daily or recurring debits to such persons/entities as SSF (i.e., \$1,999.99) and Capital Advance (\$2,251.50). Copies of Aluminart's and Arcor's bank statements for the period November 30, 2020 to December 31, 2020 are attached as **Exhibit "V"**.

51. On or about February 5, 2021, I learned from msi Spergel inc. as consultant for the Debtors that the daily payments to SSF and Capital Advance were

payments for short term unsecure loans. RBC has been returning these payments as well as the payments to 2M7 and Icapital since early February, 2021. A copy of an email exchange between Mukul Manchanda with msi Spergel inc. and Cosimo Caccamo between January 27, 2021 and February 7, 2021 in connection with various financial issues, including the repayment of the unsecure loans, is attached as **Exhibit “W”**.

DEBTORS’ PROMISES OF EQUITY INJECTION

52. On or about February 1, 2021, the Debtors, through their lawyer, Mr. Mills, promised to deposit \$475,000 into the Account and advised RBC that this would be completed by February 5, 2021. As of the time of swearing this Affidavit, the Debtors have failed to deposit \$475,000 into the Account and have failed and/or refused to advise if and when they will do so. A copy of Mr. Kallish’s email sent to Mr. Mills on February 11, 2021 inquiring as to the timing of the deposit of \$475,000 is attached as **Exhibit “X”**.

APPOINTMENT OF RECEIVER

53. As at February 19, 2021, Aluminart is indebted¹ to RBC in the aggregate amount of **CDN\$5,156,835.71**² and **USD\$24,528.00** for principal and interest, exclusive of amounts owing for professional fees.

¹ Minden Gross LLP is holding CDN \$125,000 in trust.

² Comprised of Operating Loan - \$5,000,000.00, Overdraft - \$94,052.00 and Visa - \$62,783.71.

54. As of the time of swearing this Affidavit, the Debtors have failed to make payment in accordance with the Demand Letter or the Forbearance Agreement, the FA Extension Agreement, the 2nd Extension Agreement, the 3rd Extension Agreement, the Accommodation Agreement, make alternative arrangements acceptable to RBC, have failed to honour their promises with respect to depositing funds in the Account or initiate any filings under the BIA.

55. At this stage, RBC wishes to take any and all steps necessary to enforce its Security and realize on same.

56. RBC considers it reasonable and prudent to begin enforcement of its Security in an effort to recover the Indebtedness owed by the Debtors to RBC, and it is within RBC's rights under the Security to do so.

57. The appointment of a receiver is provided for in the Security and has been consented to by the Debtors.

58. RBC proposes that msi Spergel inc. be appointed as receiver of the Debtors as it is familiar with the Debtors' financial affairs and operations having been engaged as the Debtors' consultant since July 16, 2019.

59. msi Spergel inc. is a licensed trustee in bankruptcy and has consented to act as receiver should the Court so appoint it. A copy of msi Spergel inc.'s consent is attached as **Exhibit "Y"**.

- 19 -

60. This Affidavit is made in support of the within application, and for no other or improper purpose whatsoever.

SWORN by Robert Fick of the Village of Hastings, in the Regional Municipality of Trent, before me at the City of Toronto, in the Province of Ontario, on February 26, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.


Rachel Moses (Feb 26, 2021 08:38 EST)

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



ROBERT FICK

ROYAL BANK OF CANADA
Applicant

-and-

ALUMINART PRODUCTS LIMITED, et al
Respondents
Court File No. CV-21-00657729-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF ROBERT FICK
(SWORN FEBRUARY 26, 2021)**


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

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

Lawyers for the Applicant

(File No. 4113902)

This is **Exhibit "A"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

Request ID: 023074825
 Transaction ID: 71753774
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/05/13
 Time Report Produced: 09:49:24
 Page: 1

Certified a true copy of the data as recorded on the Ontario Business Information System.

Barbara Rackitt
 Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT


Ontario Corp Number	Corporation Name	Amalgamation Date
742668	ALUMINART PRODUCTS LIMITED	1987/11/01
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
1 SUMMERLEA ROAD	NOT APPLICABLE	A
	New Amal. Number	Notice Date
BRAMPTON ONTARIO CANADA L6T 4V2	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
1 SUMMERLEA ROAD	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
BRAMPTON ONTARIO CANADA L6T 4V2	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Ceased in Ontario
	UNKNOWN UNKNOWN	NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 023074825
Transaction ID: 71753774
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/13
Time Report Produced: 09:49:24
Page: 2

Certified a true copy of the data as recorded on the Ontario Business Information System.


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

742668

ALUMINART PRODUCTS LIMITED

Corporate Name History

Effective Date

ALUMINART PRODUCTS LIMITED

1987/11/01

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Amalgamating Corporations

Corporation Name

Corporate Number

ALUMINART PRODUCTS LIMITED

259202

ALUMINART GROUP INC.

541950

Request ID: 023074825
Transaction ID: 71753774
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/13
Time Report Produced: 09:49:24
Page: 3

Certified a true copy of the data as recorded on the Ontario Business Information System.


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

742668

ALUMINART PRODUCTS LIMITED

Administrator:

Name (Individual / Corporation)

Address

SALVATORE
CACCAMO

1 WISHING WELL COURT

KLEINBERG
ONTARIO
CANADA L0J 1C9

Date Began

First Director

1987/11/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:

Name (Individual / Corporation)

Address

JOSEPH
CACCAMO

1 WISHING WELL COURT

KLEINBURG
ONTARIO
CANADA L0J 1C0

Date Began

First Director

2017/11/30

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 023074825
Transaction ID: 71753774
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/13
Time Report Produced: 09:49:24
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

742668

ALUMINART PRODUCTS LIMITED

Administrator:

Name (Individual / Corporation)

Address

COSIMO

22 RAINBOWS END

CACCAMO

KLEINBURG
ONTARIO
CANADA L0J 1C0

Date Began

First Director

2017/11/30

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:

Name (Individual / Corporation)

Address

LINTON

PYNN

2000 ISLINGTON
AVENUE
Suite # 1812
TORONTO
ONTARIO
CANADA M9P 3S7

Date Began

First Director

1987/11/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 023074825
Transaction ID: 71753774
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/13
Time Report Produced: 09:49:24
Page: 5

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

742668

Corporation Name

ALUMINART PRODUCTS LIMITED

Last Document Recorded


Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2019/01/16 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this certified report in electronic form is authorized by the Ministry of Government Services.

This is **Exhibit "B"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

Request ID: 023074867
 Transaction ID: 71753870
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2019/05/13
 Time Report Produced: 09:51:57
 Page: 1

Certified a true copy of the data as recorded on the Ontario Business Information System.

Sarahna Mackinnon
 Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
1609187	ARCOR WINDOWS & DOORS INC.	2004/03/01
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
1 SUMMERLEA ROAD	NOT APPLICABLE	A
	New Amal. Number	Notice Date
BRAMPTON ONTARIO CANADA L6T 4V2	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
1 SUMMERLEA ROAD		
	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
BRAMPTON ONTARIO CANADA L6T 4V2	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Ceased in Ontario
	00001 00010	NOT APPLICABLE
Activity Classification	Date Commenced in Ontario	Date Ceased in Ontario
NOT AVAILABLE	NOT APPLICABLE	NOT APPLICABLE

Request ID: 023074867
Transaction ID: 71753870
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/13
Time Report Produced: 09:51:57
Page: 2

Certified a true copy of the data as recorded on the Ontario Business Information System.


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1609187

ARCOR WINDOWS & DOORS INC.

Corporate Name History

Effective Date

ARCOR WINDOWS & DOORS INC.

2004/03/01

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Amalgamating Corporations

Corporation Name

Corporate Number

RAMCOR INDUSTRIES INC.

1020160

ARCOR WINDOWS INC.

769873

ICOR INSTALLATIONS INC.

1342694

INNOVACOR MANUFACTURING INC.

1403926

VALCOR BUILDING PRODUCTS INC.


587134

Request ID: 023074867
Transaction ID: 71753870
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/13
Time Report Produced: 09:51:57
Page: 3

Certified a true copy of the data as recorded on the Ontario Business Information System.


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1609187

ARCOR WINDOWS & DOORS INC.

Administrator:

Name (Individual / Corporation)

Address

COSIMO

22 RAINBOWS END

CACCAMO

KLEINBURG
ONTARIO
CANADA L0J 1C0

Date Began

First Director

2018/12/20

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 023074867
Transaction ID: 71753870
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/05/13
Time Report Produced: 09:51:57
Page: 4

Certified a true copy of the data as recorded on the Ontario Business Information System.


Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

1609187

Corporation Name

ARCOR WINDOWS & DOORS INC.

Last Document Recorded


Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2019/01/16 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this certified report in electronic form is authorized by the Ministry of Government Services.

This is **Exhibit "C"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For
N.A.P. WINDOWS & DOORS LTD.

Date and Time of Search: May 13, 2019 08:26 AM Pacific Time
Currency Date: April 30, 2019

ACTIVE

Incorporation Number: BC0570235
Name of Company: N.A.P. WINDOWS & DOORS LTD.
Recognition Date: Incorporated on August 17, 1998
Last Annual Report Filed: August 17, 2018
In Liquidation: No
Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address: 400 - 725 GRANVILLE STREET P. O. BOX 10325 VANCOUVER BC V7Y 1G5 CANADA	Delivery Address: 400 - 725 GRANVILLE STREET VANCOUVER BC V7Y 1G5 CANADA
--	--

RECORDS OFFICE INFORMATION

Mailing Address: 400 - 725 GRANVILLE STREET P. O. BOX 10325 VANCOUVER BC V7Y 1G5 CANADA	Delivery Address: 400 - 725 GRANVILLE STREET VANCOUVER BC V7Y 1G5 CANADA
--	--

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Caccamo, Cosimo

Mailing Address: 22 RAINBOWS END KLEINBURG ON L0J 1C0 CANADA	Delivery Address: 22 RAINBOWS END KLEINBURG ON L0J 1C0 CANADA
--	---


OFFICER INFORMATION AS AT August 17, 2018

Last Name, First Name, Middle Name:

Agarwal, Anubhav

Office(s) Held: (President, Secretary)**Mailing Address:**1 SUMMERLEA ROAD
BRAMPTON ON L6T 4V2
CANADA**Delivery Address:**1 SUMMERLEA ROAD
BRAMPTON ON L6T 4V2
CANADA

This is **Exhibit "D"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits



Royal Bank of Canada
Commercial Financial Services
6880 Financial Drive, 2nd Floor Link
Mississauga, Ontario L5N 7Y5

December 6, 2017

Private and Confidential

ALUMINART PRODUCTS LIMITED

1 Summerlea Road
Brampton, Ontario
L6T 4V2

ROYAL BANK OF CANADA (the "**Bank**") hereby confirms the credit facilities described below (the "**Credit Facilities**") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "**Agreement**"). This Agreement amends and restates without novation the existing agreement dated October 30, 2015 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or event of default.

BORROWER: Aluminart Products Limited (the "**Borrower**")

CREDIT FACILITIES

Facility #1: \$5,000,000.00 revolving demand facility by way of:

a) RBP based loans ("**RBP Loans**")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 0.75%

b) RBUSBR based loans in US currency ("**RBUSBR Loans**")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBUSBR + 0.75%

c) Bankers' Acceptances ("**BAs**")

Acceptance fee (per annum):	1.50%
-----------------------------	-------

d) Libor based loans in US currency ("**Libor Loans**")

Interest rate (per annum):	Libor + 1.50%
----------------------------	---------------

* Registered Trademark of Royal Bank of Canada

SRF #544 105 778

Page 1 of 6

- e) Letters of Guarantee in Canadian currency, or US currency ("LGs")

Fees to be advised on a transaction-by-transaction basis. Fees and drawings to be charged to Borrower's accounts. Minimum fee of \$100.00 in the currency of issue.

AVAILABILITY

The Borrower may borrow, convert, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims for the Borrower, Arcor Windows & Doors, Inc. and N.A.P. Windows & Doors Ltd. (the "**Borrowing Limit**")

- a) 75% of Good Canadian/US Accounts Receivable;
- b) 85% of Good Designated Accounts Receivables;
- c) for the period of February 1st to August 31st inclusive in each year, to a maximum of \$2,000,000.00, the aggregate of:
 - i) 40% of the lesser of cost or net realizable value of Finished Goods Inventory;
 - ii) 40% of the lesser of cost or net realizable value of Raw Materials Inventory.
- d) for the period of September 1st to January 31st inclusive in each year, to a maximum of \$1,600,000.00, the aggregate of:
 - i) 40% of the lesser of cost or net realizable value of Finished Goods Inventory;
 - ii) 40% of the lesser of cost or net realizable value of Raw Materials Inventory.

REPAYMENT

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, and regardless of the maturities of any outstanding instruments or contracts, Borrowings under this facility are repayable on demand.

GENERAL ACCOUNT

The Borrower shall establish current accounts with the Bank in each of Canadian currency and US currency (each a "**General Account**") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of each General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility.

Facility #2: \$500,000.00 revolving lease line of credit by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

AVAILABILITY

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the "Other Facilities"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) VISA Business to a maximum amount of \$100,000.00; and
- b) All Foreign Exchange Forward Contracts outstanding at any time and from time to time.

FEES**Monthly Fee:**

Payable in arrears on the same day of each month.

Management Fee: \$300.00

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank, including without limitation any amounts outstanding under any Leases, (collectively, the "Security"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$4,000,000.00 signed by Arcor Windows & Doors Inc., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Arcor Windows & Doors Inc.;
- c) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$4,000,000.00 signed by N.A.P. Windows & Doors Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of N.A.P. Windows & Doors Ltd.;
- d) Postponement and assignment of claim on the Bank's form 918 signed by Frank Raponi;
- e) Postponement and assignment of claim on the Bank's form 918 signed by Salvatore Caccamo;
- f) Postponement and assignment of claim on the Bank's form 918 signed by Linton Pynn;
- g) Postponement and assignment of claim on the Bank's form 918 signed by Newcap Operating Partnership; and
- h) Priority agreement between the Bank, the Borrower and Business Development Bank of Canada.

FINANCIAL COVENANTS

In the event that the Borrower, Arcor Windows & Doors Inc. or N.A.P. Windows & Doors Ltd. changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower will:

- a) maintain on a combined basis for the Borrower, Arcor Windows & Doors Inc. and N.A.P. Windows & Doors Ltd., to be measured as at the end of each fiscal year:
 - i. Debt Service Coverage of not less than 1.25:1; and
 - ii. a ratio of Total Liabilities to Tangible Net Worth of not greater than 2.5:1.

REPORTING REQUIREMENTS

The Borrower will provide the following to the Bank:

- a) monthly Borrowing Limit Certificate, substantially in the form of Schedule "G" signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 20 days of each month end;
- b) quarterly company prepared financial statements for each of the Borrower, Arcor Windows & Doors Inc. and N.A.P. Windows & Doors Ltd., within 45 days of each fiscal quarter end;
- c) annual Compliance Certificate, substantially in the form of Schedule "H" signed by an authorized signing officer of the Borrower, within 120 days of each fiscal year end, certifying compliance with this Agreement including the financial covenants set forth in the Agreement;
- d) annual audited combined financial statements for the Borrower, Arcor Windows & Doors Inc. and N.A.P. Windows & Doors Ltd., within 120 days of each fiscal year end; and
- e) such other financial and operating statements and reports as and when the Bank may reasonably require.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank; and
- f) no Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

GOVERNING LAW JURISDICTION

Province of Ontario.

ACCEPTANCE

This Agreement is open for acceptance until January 5, 2018, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA



Per: _____

Name: Mike Cussen

Aluminart Products Limited

December 6, 2017

We acknowledge and accept the terms and conditions of this Agreement
on this 5th day of December, 2017.

ALUMINART PRODUCTS LIMITED

Per: [Signature]
Name: Anubhav Agarwal
Title: Managing Director


Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Borrower

Attachments:**Terms and Conditions****Schedules:**

- Definitions
- Calculation and Payment of Interest and Fees
- Notice Requirements
- Additional Borrowing Conditions
- Borrowing Limit Certificate
- Compliance Certificate
- RBC Covarity Dashboard Terms and Conditions

This is **Exhibit "E"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

GENERAL SECURITY AGREEMENT

E-FORM 924 (03/2008)

1. SECURITY INTEREST

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

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

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

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

2. INDEBTEDNESS SECURED

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

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

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

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

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

4. COVENANTS OF THE DEBTOR

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

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

(b) to notify RBC promptly of:

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

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

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

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

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

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

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

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

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

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

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

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

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

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

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

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

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

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

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

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

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

14. MISCELLANEOUS

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

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

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to,

perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

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

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

15. COPY OF AGREEMENT

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

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

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

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR ALUMINART PRODUCTS LIMITED			
ADDRESS OF BUSINESS DEBTOR 1 SUMMERLEA ROAD	CITY BRAMPTON	PROVINCE ON	POSTAL CODE L6T 4V2

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 22 day of October, 2013.

ALUMINART PRODUCTS LIMITED

Per:

WITNESS

Frank Raponi, President
I have authority to bind the Corporation

Seal

WITNESS

Seal

BRANCH ADDRESS

TORONTO EAST SUPPLY CHAIN 111 GRANGWAY AVE 2ND FLR SCARBOROUGH ON M1H 3E9
--

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"**1. Locations of Debtor's Business Operations**

**1 SUMMERLEA ROAD
BRAMPTON
ON L6T 4V2**

2. Locations of Records relating to Collateral (if different from 1. above)


SAME AS ABOVE

3. Locations of Collateral (if different from 1. above)

SAME AS ABOVE

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

This is **Exhibit "F"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

GENERAL SECURITY AGREEMENT

E-FORM 924 (03/2008)

1. SECURITY INTEREST

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

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

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

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

2. INDEBTEDNESS SECURED

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

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

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

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

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

4. COVENANTS OF THE DEBTOR

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

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

(b) to notify RBC promptly of:

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

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

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

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

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

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

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

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

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

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

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

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

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

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

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

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

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

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

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

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

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

14. MISCELLANEOUS

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

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

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to,

perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

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

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

15. COPY OF AGREEMENT

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

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

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

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR ARCOR WINDOWS & DOORS INC.			
ADDRESS OF BUSINESS DEBTOR 1 SUMMERLEA ROAD	CITY BRAMPTON	PROVINCE ON	POSTAL CODE L6T 4V2

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 22d day of October, 2013.

ARCOR WINDOWS & DOORS INC.

Per:

WITNESS

Frank Raponi, President
I have authority to bind the Corporation

Seal

WITNESS

Seal

BRANCH ADDRESS

TORONTO EAST SUPPLY CHAIN 111 GRANGWAY AVE 2ND FLR SCARBOROUGH ON M1H 3E9
--

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

1 SUMMERLEA ROAD
BRAMPTON
ON L6T 4V2

2. Locations of Records relating to Collateral (if different from 1. above)


SAME AS ABOVE

3. Locations of Collateral (if different from 1. above)

SAME AS ABOVE

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

This is **Exhibit "G"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

GENERAL SECURITY AGREEMENT

E-FORM 924 (03/2008)

1. SECURITY INTEREST

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

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

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

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

2. INDEBTEDNESS SECURED

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

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

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

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

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

4. COVENANTS OF THE DEBTOR

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

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

(b) to notify RBC promptly of:

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

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

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

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

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

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

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

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

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

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

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

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

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

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

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

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

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

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

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

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

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

14. MISCELLANEOUS

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

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

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to,

perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

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

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

15. COPY OF AGREEMENT

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

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

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

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR N.A.P. WINDOWS & DOORS LTD.			
ADDRESS OF BUSINESS DEBTOR 1 SUMMERLEA ROAD	CITY BRAMPTON	PROVINCE ON	POSTAL CODE L6T 4V2

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 22nd day of October, 2013.

N.A.P. WINDOWS & DOORS LTD.

Per:

WITNESS

Frank Raponi, President
I have authority to bind the Corporation

Seal

WITNESS

Seal

BRANCH ADDRESS

TORONTO EAST SUPPLY CHAIN 111 GRANGWAY AVE 2ND FLR SCARBOROUGH ON M1H 3E9
--

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"**1. Locations of Debtor's Business Operations**

1 SUMMERLEA ROAD
BRAMPTON
ON L6T 4V2

2150 Enterprise Way
Kelowna, BC
V1Y 6H7

2. Locations of Records relating to Collateral (if different from 1. above)


SAME AS ABOVE

3. Locations of Collateral (if different from 1. above)

SAME AS ABOVE

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

This is **Exhibit "H"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

GUARANTEE AND POSTPONEMENT OF CLAIM**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **ALUMINART PRODUCTS LIMITED** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$4,000,000.00 Four Million Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Bank's Prime Interest Rate per annum in effect from time to time plus 5.000 Five percent per annum** as well after as before default and judgment.

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

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

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

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

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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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

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

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

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

(Applicable
in all
P.P.S.A.
Provinces
except
Ontario.)

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

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED at Toronto this October 22 2013
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

ARCOR WINDOWS & DOORS INC.

Per:

Frank Raponi, President

I have authority to bind the Corporation

Witness Name : _____

Witness Name : _____

Witness Name : _____

Witness Name : _____

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at _____ this _____ under my hand and seal of office

(SEAL OF NOTARY PUBLIC)

A NOTARY PUBLIC IN AND FOR

(Guarantor to sign in presence of Notary Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate

Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the Borrower or Guarantor is a farmer in Saskatchewan, or the farmer or Guarantor owns farm assets in Saskatchewan.)

THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY
PUBLIC SIGNS CERTIFICATE)


A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate

Signature of Guarantor

This is **Exhibit "I"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

GUARANTEE AND POSTPONEMENT OF CLAIM**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **ALUMINART PRODUCTS LIMITED** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$4,000,000.00 Four Million Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate per annum in effect from time to time plus 5.000** Five percent per annum as well after as before default and judgment.

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

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

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

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

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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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

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

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

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

(Applicable
in all
P.P.S.A.
Provinces
except
Ontario.)

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

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED at Toronto this October 22 2013
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

N.A.P. WINDOWS & DOORS LTD.

Per:

Frank Baponi, President

I have authority to bind the Corporation

Witness Name : _____

Witness Name : _____

Witness Name : _____

Witness Name : _____

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at _____ this _____ under my hand and seal of office

(SEAL OF NOTARY PUBLIC)

A NOTARY PUBLIC IN AND FOR

(Guarantor to sign in presence of Notary Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the Borrower or Guarantor is a farmer in Saskatchewan, or the farmer or Guarantor owns farm assets in Saskatchewan.)

THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31)

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY
PUBLIC SIGNS CERTIFICATE)


A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

This is **Exhibit "J"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

FORM C

RBC-BDC Form of Priority Agreement

Rev. August, 2012

BDC 1st on specific listed equipment and RBC 1st on all other personal property

PRIORITY AGREEMENT WITH BDCTHIS AGREEMENT dated the 22nd day of October, 2013.**AMONG:****BUSINESS DEVELOPMENT BANK OF CANADA**, with a business centre at1243 ISLINGTON AVENUE, SUITE 1001
ETOBICOKE ON
M8X 1Y9

("BDC")

AND:**ROYAL BANK OF CANADA** with a branch office atTORONTO EAST CFS SUPPLY CHAIN
111 GRANGWAY AVE 2ND FLR
SCARBOROUGH ON
M1H 3E9

(the "Lender")

AND:**ALUMINART PRODUCTS LIMITED**
ARCOR WINDOWS & DOORS INC.
N.A.P. WINDOWS & DOORS LTD.

(collectively the "Borrower")

WHEREAS:

A. The Borrower has granted or agreed to grant to BDC a registered security interest, in all or certain of the Borrower's present and after-acquired personal property, and/or such other security as BDC may from time to time receive from the Borrower to secure present and future debts and obligations of the Borrower to BDC (the "BDC Security");

B. The Borrower has granted or agreed to grant to the Lender a registered security interest, in all or certain of the Borrower's present and after-acquired personal property, and/or such other security as the Lender may from time to time receive from the Borrower to secure present and future debts and obligations of the Borrower to Lender (the "Lender Security");

C. The parties hereto have agreed to enter into this agreement in order to set out the respective priorities of the BDC Security and the Lender Security and to be applicable in respect of both present and future debts and obligations of the Borrower with BDC and the Lender;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE 1 - CONSENT

FORM C

RBC-BDC Form of Priority Agreement

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BDC 1st on specific listed equipment and RBC 1st on all other personal property

- 1.01 BDC hereby acknowledges its consent to the creation and issue by the Borrower to the Lender of the Lender Security and to the incurring by the Borrower of the indebtedness secured thereby.
- 1.02 The Lender hereby acknowledges its consent to the creation and issue by the Borrower to BDC of the BDC Security and to the incurring by the Borrower of the indebtedness secured thereby.

ARTICLE 2 - INTERPRETATION

- 2.01 The preamble hereto forms an integral part of this Agreement.
- 2.02 In this Agreement, the following terms shall have the following meanings:
- (a) "Lender Collateral" means all present and after-acquired personal property of the Borrower, and the Proceeds thereof, other than the Listed Equipment;
 - (b) "Listed Equipment" means the Borrower's equipment listed on Schedule "A" attached hereto and the Proceeds thereof;
 - (c) "PPSA" means the applicable *Personal Property Security Act*;
 - (d) "Proceeds" shall have the meaning ascribed to such term pursuant to the PPSA;
 - (e) "Secured Parties" means BDC and the Lender, and a "Secured Party" means either one of them, and each of their respective successors and permitted assigns; and
 - (f) "Security" means, collectively, the BDC Security and/or the Lender Security.

ARTICLE 3 - PRIORITIES

- 3.01 Subject to the terms and conditions of this Agreement:
- (a) The BDC Security is hereby postponed and subordinated to the security constituted by the Lender Security with respect to the Lender Collateral, to the extent of the Borrower's indebtedness to the Lender from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by the Lender in connection therewith; and
 - (b) The Lender Security is hereby postponed and subordinated to the security constituted by the BDC Security with respect to the Listed Equipment, to the extent of the Borrower's indebtedness to BDC from time to time, together with all accrued interest thereon and all costs, charges and expenses incurred by BDC in connection therewith.
- 3.02 The subordinations and postponements herein shall apply in all events and circumstances regardless of:
- (a) the date of execution, attachment, registration or perfection of any security interest held by BDC or the Lender, or;
 - (b) the date of any advance or advances made to the Borrower by BDC or the Lender; or
 - (c) the date of default by the Borrower under any of the BDC Security or the Lender Security or the dates of crystallization of any floating charges held by BDC or the Lender; or

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BDC 1st on specific listed equipment and RBC 1st on all other personal property

- (d) any priority granted by any principle of law or any statute, including the PPSA.
- 3.03 Any Proceeds, including, without limitation, any insurance proceeds received by the Borrower or by BDC or the Lender in respect of the collateral charged by the BDC Security or the Lender Security shall be dealt with according to the preceding provisions hereof as though such Proceeds were paid or payable as Proceeds of realization of the collateral for which they compensate.
- 3.04 If any of the BDC Security or the Lender Security is found by a trustee in bankruptcy or a court of competent jurisdiction to be unenforceable, invalid, unregistered or unperfected, then the foregoing provisions of this Article 3 shall not apply to such security to the extent that such security is so found to be unenforceable, invalid, unregistered or unperfected as against a third party unless the secured party shall be diligently contesting such a claim before a court of competent jurisdiction.
- 3.05 Each of the parties hereto shall permit any of the other parties hereto and their employees, agents and contractors, access at all reasonable times to any property and assets of the Borrower upon which it has a prior charge or security interest in accordance with the terms hereof and to permit such other party to remove such property and assets from the premises of the Borrower at all reasonable times without interference, provided that such other party shall promptly repair any damage caused to the premises by the removal of any such property or assets.
- 3.06 With the exception of monies deposited in any accounts designated as trust accounts by the Borrower for the benefit of BDC, BDC shall not be entitled, notwithstanding anything to the contrary in this Agreement, to make a claim against any monies which are deposited in or disbursed from any account of the Borrower maintained with the Lender, except for monies deposited therein after the time the Lender has received written notice from BDC that it is enforcing the BDC Security against the Borrower and which are not subject to the security interest and priority of the Lender as set out and agreed to in this Agreement.
- 3.07 If any person, other than the Secured Parties, shall have a valid claim, right or interest in or to any of the present or after-acquired personal property of the Borrower which is subject to all or any part of the Security, or the Proceeds thereof, in priority to or on a parity with one of the Secured Parties but not in priority to or on a parity with the other Secured Party, then this Agreement shall not apply so as to diminish the rights (as such rights would have been but for this Agreement) of such other Secured Party to such property or the Proceeds thereof.
- 3.08 Nothing in this Agreement affects the priority of any security over the Borrower's real property interests held by BDC or the Lender. The real property interests of the Borrower are excluded from the operation of this agreement.
- 3.09 This Agreement is not intended to affect the priority of any third party claims and no such parties may benefit from anything contained herein.
- 3.10 Nothing in this Agreement shall affect the priority of purchase money security interests (as defined in the PPSA) properly perfected under the PPSA and hereafter acquired by BDC or the Lender in specific equipment of the Borrower.

ARTICLE 4 - COVENANTS OF THE BORROWER

- 4.01 The Borrower hereby confirms to and agrees with BDC and the Lender that so long as any of the indebtedness of the Borrower to BDC and the Lender remains outstanding, it shall stand

FORM C

RBC-BDC Form of Priority Agreement

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BDC 1st on specific listed equipment and RBC 1st on all other personal property
 possessed of its assets so charged for BDC and for the Lender in accordance with their
 respective interests and priorities as herein set out.

ARTICLE 5- GENERAL

- 5.01 From time to time upon request therefor BDC and the Lender may advise each other of the particulars of the indebtedness and liability of the Borrower to each other and all security held by each therefor.
- 5.02 BDC and the Lender each agree that it will not transfer or assign any of its security from the Borrower without first obtaining from the proposed assignee or transferee an agreement to be bound by the provisions of this Agreement and an acknowledgment that this Agreement shall apply to both financing advanced prior to and subsequent to the date of such assignment or transfer.
- 5.03 Prior to making any demand for payment on the Borrower or proceeding to enforce its security, BDC or the Lender, as the case may be, shall provide notice of such demand or enforcement to the other of them, provided, however, that neither shall be liable for any accidental omission to provide the said notice and further provided that nothing in this section is intended to waive or relieve against the specific notice requirements set out in section 3.06 of this Agreement.
- 5.04 Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be addressed and delivered to the parties hereto as follows:
- for BDC: 1243 ISLINGTON AVENUE, SUITE 1001
 ETOBICOKE ON
 M8X 1Y9
- Attention: Business Centre Manager
- for the Lender: TORONTO EAST CFS SUPPLY CHAIN
 111 GRANGWAY AVE 2ND FLR
 SCARBOROUGH ON
 M1H 3E9
- Attention:
- 5.05 Each of the Borrower, BDC and the Lender shall do, perform, execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the interests of this Agreement; provided however, that no consent of the Borrower shall be necessary to any amendment of the terms hereof by BDC and the Lender unless the interests of the Borrower are directly affected thereby.
- 5.06 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.
- 5.07 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

FORM C

RBC-BDC Form of Priority Agreement
Rev. August, 2012

BDC 1st on specific listed equipment and RBC 1st on all other personal property

- 5.08 This Agreement shall be governed by and construed in accordance with the laws of the province in which the business centre of the BDC is located as described on page 1.

[Remainder of this page intentionally left blank.]

FORM C

RBC-BDC Form of Priority Agreement

Rev. August, 2012

BDC 1st on specific listed equipment and RBC 1st on all other personal property

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hand(s) of their duly authorized officer(s) on the date first above written.

BUSINESS DEVELOPMENT BANK OF CANADAPer: 

Name:

Tony Caputo

Manager, Business Centre

Per: ~~Business Development Bank of Canada~~

Name:

Tony.CAPUTO@bdc.ca

We have the authority to bind the Corporation.

ROYAL BANK OF CANADA

Per: _____

Name: GLYNNIS BARNES

Title: ACCOUNT MANAGER

I have the authority to bind the bank.

ALUMINART PRODUCTS LIMITEDPer: 

Frank Rapoport, President

I have authority to bind the Corporation

ARCOR WINDOWS & DOORS INC.Per: 

Frank Rapoport, President

I have authority to bind the Corporation

N.A.P. WINDOWS & DOORS LTD.Per: 

Frank Rapoport, President

I have authority to bind the Corporation

FORM CRBC-BDC Form of Priority Agreement
Rev. August, 2012

BDC 1st on specific listed equipment and RBC 1st on all other personal property

SCHEDULE "A"**Please see attached for list of equipment**

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ALUMINAKI PRODUCTS LIMITED 1 SUMMERLEA RD., BRAMPTON, ONTARIO SECTION 1 - ITEM NUMBERS 128 TO 369:-						
			Z-Bar Department			
128	1	ZB1	15-ton OBI punch press, 1-cavity die, mortise press dd kit	Fanco		
129	1	ZB2	8-ton punch press, 1-cavity die, z-bar mortise press	Alceco	8-1P	212
130	1	ZB3	15-ton OBI punch press, new z-bar press	Rousselle	No. 2	722
131	1	ZB4	Uni pneumatic punch press, 6-hole punch z-bar, c/w (6) Unitool punches, 80" W.	Whiting	Multi Punch	
132	1	ZB5	Uni pneumatic punch press, 6-hole punch sweeps & dd kit, c/w (6) Unitool punches, 96" W			
133	1	ZB6	OBI punch press, 4-cavity die century box sweep, air clutch	Brown Boggs	13L	
134	1	ZB7	15-ton OBI punch press, 2-cavity die, 1" wood core box sweep	Rousselle	2E	18246
135	1	ZB8	15-ton OBI punch press, 1-cavity die, wood core face sweep	Fanco	55A	
136	1	ZB9	20-ton OBI punch press, 8-cavity die, wood core box sweep	Brown Boggs	S13LW	68350
137	1	ZB11	20-ton OBI punch press 1-cavity die, 1-1/2" z-bar header, w/ punches	Brown Boggs	13L	CH10006
138	1	ZB12	20-ton OBI punch press, c/w air clutch, 1-cavity die, 2" o/l z-bar header	Rousselle	No. 3	
139	1	ZB13	40-ton OBI punch press, 6-cavity die, 2" pre-hung header	Blow	No. 4	
140	1	ZB14	20-ton OBI punch press, 6-cavity die, 1-1/2" pre-hung header	Brown Boggs	13LW	66461
141	1	ZB15	5-ton punch press, 2-cavity die, 2" header	Fanco	No. 51	
142	1	ZB16	20-ton punch press, 1-cavity die, 1" z-bar header, C-frame, w/ drill	Alceco	15-1P	196
143	1	ZBS1	radial arm pull saw, w/ coolant	Delta	MX3	3135
144	1	ZB17	5-ton punch press, 3-cavity die, L-sweep	Alva Allen		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
145	1	N/A	5-ton punch press	Alva Allen		
146	1	ZB18	10-ton OBI punch press, 1-cavity die, z-bar hinge punch	Brown Boggs	11LW	
147	1	ZB19	screw cap cover packaging table 36" x 96"			
148	1	ZB20	z-bar hinge assembly table 36" x 96"			
149	1	ZB21	z-bar hinge assembly table 36" x 96"			
150	1	ZB22	z-bar hinge assembly table 36" x 96"			
151	1	ZB23	double z-bar packaging table 60" x 90"			
152	1	ZB24	single z-bar packaging table 27" x 90"			
153	1	ZB25	single z-bar packaging table 27" x 90"			
154	1	ZB26	z-bar Schlegel table 36" x 48"			
155	1	ZB27	z-bar box table			
156	1	N/A	lot, of pallet racking, including (12) uprights, & 48 load beams			
			Woodcore Department			
157	1	WC1	15-ton OBI punch press, 2-cavity die	Rousselle	No. 2E	18947
158	1	WC2	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
159	1	WC3	5-ton punch press, 8-cavity die	Azimuth	4SP	2458
160	1	WC4	5-ton punch press, 6-cavity die	Alva Allen	BT-5	6250025
161	1	WC5	5-ton punch press, 4-cavity die	"Haas"		
162	1	WC6	4-ton punch press, 1-cavity die	Alceco	4-1P	1548
163	1	WC7	multi 5-head air press, 7.5' L.			
164	1	WC8	5-ton punch press, 2-cavity die	"Haas"		
165	1	WC9	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
166	1	WC10	5-ton punch press, 2-cavity die	Alva Allen	BT-5	
167	1	WC11	5-ton punch press, 1-cavity die	Rousselle	No. 0E	22493
168	1	WC12	work table 36" x 84"			
169	1	WC13	window frame assembly table 36" x 84"			
170	1	WC14	security grid assembly table 36" x 96"			
171	1	WC15	door assembly table 29" x 72"			
172	1	WC16	door assembly table 29" x 72"			
173	1	WC17	swivel table 36" x 68"			
174	1	WC18	swivel table 36" x 68"			
175	1	WC31	V-notch mitre saw	Sampson	MN150-12	2965
176	1	WC32	triple-head mitre saw	LeTarte	Econ-O-Mitre THM12	0688008
177	1	WC33	radial arm saw w/ coolant	Rockwell	14-RAS	J16005

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
178	1	WCS4	double-head mitre saw, w/ length stop & worktable	Stone Mny.	DM10	0460
179	1	WCS5	panel saw c/w router attachment	Safety Speed Cut	SR5	42103
180	1	WCS6	1 h.p. dust collector	Jet	DC650	
181	1	N/A	2-bay pallet rack			
182	1	N/A	Schlegel weatherstrip inserter			
			Mullion Department			
183	1	ML1	milling machine w/ drill	Wegoma		
184	1	ML2	milling machine w/ drill (new 1984)	Wegoma	AK255	84206
185	1	ML3	milling machine w/ drill (new 1996)	Wegoma	AK255.3	26469
186	1	ML4	10-ton punch press, 8-cavity die	Alceco	6-1P	659
187	1	ML5	4-ton punch press, 2-cavity die	Alceco	4-1P	1792
188	1	ML6	pneumatic milling machine			
189	1	ML7	5-ton punch press, 1-cavity die	Rousselle	0E	AE10664
190	1	ML8	10-ton OBI punch press, 8-cavity die	Rousselle	No. 1A	16122
191	1	ML9	5-ton punch press, 4-cavity die	Alva Allen	BT-5	KFF38182
192	1	ML10	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	CHLD010
193	1	ML11	custom milling machine for weep hole	Rouse	Precision Miller	
194	1	ML12	vertical 3-lite assembly fixture			
195	1	ML13	3-lite assembly table			
196	1	MLS1	radial arm saw w/ coolant	Rockwell		2917-B
197	1	MLS2	custom milling machine (6) pcs at-a-time			
198	1	MLS3	custom milling machine (3) pcs at-a-time			
199	1	MLS4	double-head straight cut saw			
	1		Screen Department			
200	1	SC1	weather strip inserter, woodcore screen rail Schlegel machine			
201	1	SC2	1 lite assembly table view & vent housing			
202	1	SC3	20-ton punch press, 3-hole punch view & vent housing	Brown Boggs	13LW	12723
203	1	SC4	5-ton punch press, 1-cavity die	Alva Allen	BT-5	AGH36530
204	1	SC5	view and vent assembly table			
205	1	SC6	5-ton punch press, 2-cavity die	Alva Allen	BT-5	FGH56908
206	1	SC7	Uni punch press, 1-hole punch custom view & vent housing	Multicyl		
207	1	SC8	5-ton punch press, (1) die, light slide bar			
208	1	SC9	5-ton punch press, (1) die, woodcore screen punch	Alva Allen	BT-5	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
209	1	SCS1	radial arm saw w/ coolant, V & Vent/Screen Rail	Rockwell	14-RAS	HR3019
210	1	SCS2	V-notch mitre cut saw Woodcore screen Frame	Sampson	MN-12	6368
211	1	SC10	view and vent assembly table			
212	1	SC11	view and vent screen cutting table 48" x 126"			
213	1	SC12	view and vent screen table 25" x 73"			
214	1	SC13	screen table 48" x 96"			
215	1	SC14	screen table 48" x 96"			
216	2	SC15	screen tables 54" x 115" w/ articulating arm @ \$300 ea.	Screen Centre		
217	1	SC16	Woodcore screen table 24" x 72"			
218	1	SC17	2-lite screen assembly table 44" x 77"			
219	1	SC18	2-lite screen assembly table 50" x 36"			
			Sashing Department			
220	1	SA1	5-ton punch press, 1-cavity die, operating CMR	Alva Allen	BT5	
221	1	SA2	5-ton punch press, 4-cavity die, 2 pr handles	Alva Allen	BT5	FGH56897
222	1	SA3	20-ton OBI punch press, 4-cavity die operating handles	Brown Boggs	13LW	12382
223	1	SA4	4-ton punch press, 2-cavity die, operating heights	Alceco	4-1P	1083
224	1	SA5	27-ton punch press, 1-cavity die, woodcore handles	L & J	No. 3-1/2	35109
225	1	SA6	weatherstrip insertion table			
226	1	SA7	sashing assembly table 66" x 32"			
227	1	SA8	sashing assembly table 66" x 32"			
228	1	SA9	sashing assembly table 66" x 32"			
229	1	SA10	sashing assembly table 66" x 32"			
230	1	SA11	sashing assembly table 66" x 32"			
231	1	SAS1	radial arm saw	Rockwell	14-RAS	FU6417
232	1	SAS2	V-notch mitre cut saw	Sampson	MN150	4178
233	1	SAS3	V-notch mitre cut saw	Sampson	MN150	4179
234	1	SA12	schedule table 44" x 27"			
235	1	SA13	pre-assembly sash parts table 48" x 60"			
236	1	SA14	pre-assembly sash parts table 60" x 30"			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
237	1	SA15	pre- assembly sash parts table 24" x 84"			
238	1	SA16	1-lite assembly table 72" x 39"			
239	1	SA17	1-lite assembly table 72" x 39"			
240	1	SA18	1-lite assembly table 72" x 39"			
			Retractable Screen			
241	1	RS1	10-ton OBI punch press, 6-cavity die sill cash & carry	Brown Boggs	11L	
242	1	RS2	5-ton punch press, 6-cavity die header cash & carry	Alva Allen	BT5	
243	1	RS3	5-ton punch press, 4-cavity die, header & sill, d door & entry	"Haas"		
244	1	RS4	5-ton punch press, 4-cavity die	Alva Allen	BT5	
245	1	N/A	5-ton punch press	Alva Allen	BT5	
246	1	RS5	5-ton punch press, 1-cavity die header & sill, entry & d door			
247	1	RS6	5-ton punch press, 1-cavity die, jamb, cash & carry/entry/patio	Rousselle	No. 0E	22492
248	1	RS7	5-ton punch press, 2-cavity die, header, cash & carry/patio	Alva Allen	BT5	
249	1	RS8	5-ton punch press, 1-cavity die, header, cash & carry/patio	Alva Allen	BT5	
250	1	RS9	5-ton punch press, 1-cavity die, plastic bolt, all	"Haas"		
251	1	RS10	5-ton punch press, 3-cavity die, jamb, all	Alva Allen	BT5	
252	1	N/A	5-ton punch press (no motor)	Alva Allen	BT5	
253	1	N/A	4-ton punch press	Alceco	4-IP	
254	1	RSS5	radial arm saw, header patio/cash & carry	Rockwell	14-RAS	J16004
255	1	RS12	assembly table small parts 31" x 78"			
256	1	RS13	handle assembly table 38" x 83"			
257	1	RS14	48" screen cutting table 49" x 97"			
258	1	RS15	36" screen cutting table 128" x 50"			
259	1	RS16	assembly table 96" x 24"			
260	1	RS17	packaging table 98" x 49"			
	1		Process			
261	1	PR1	20-ton OBI punch press, 6-cavity, 1-5/8" & 2" sill	Brown Boggs	13LW	69140
262	1	PR2	20-ton OBI punch press, 2-cavity die	Brown Boggs	13L	
263	1	PR3	20-ton punch press, 2-cavity die 2" rail punch	Walsh	No. 3	
264	1	PR4	20-ton OBI punch press, 2-cavity die, 1-1/4" rail punch			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
265	1	PR5	18-ton punch press, 2-cavity die, 1-5/8" sill punch	L & J	No. 2	22756
266	1	PR6	copy router (new 1996)	Actual	FC100AP	96P237
267	1	PR7	copy router with converter AC motor control	Actual	FC100AP	97P117
268	1	PR8	40-ton OBI punch press, 2-cavity die, 1-5/8" century rail	Brown Boggs	15LW	
269	1	PR9	multi spindle drill press, w/ Commander drill head	Walker Turner	1112-41	40711
270	1	PR10	36" air operated shear	Brown Boggs	237AL	
271	1	PR11	vertical band saw, 14"	Sharp		
272	1	PR12	auto. weather stripping machine 1-5/8 century rail (On loan from Schlegel Corp.)	Schlegel Corp.	Roll-In Machine	9428
273	1	PR13	auto weather stripping machine 2" rail (On loan from Schlegel Corp.)	Schlegel Corp.		120579
274	1	PRS1	2-head mitre saw, with (5) drills (new 1984)	Elumatec	DG102	81010
275	1	PRS2	2-head mitre saw, with (4) drills, & E110 DRO (new 1994)	Elumatec	DG102	25-590
276	1	PRS3	2-head mitre saw, with (5) drills	Sampson		
277	1	PRS4	2-head mitre saw, with (4) drills (new 1982)	Elumatec	DG102	181150
278	1	PRS5	2-head mitre saw, with (4) drills	Sampson		
279	1	PRS6	2-head mitre saw, with (2) drills (new 1981)	Elumatec	DG102	180869
280	1	N/A	2-bay pallet rack			
281	1	N/A	1-bay pallet rack			
282	1	N/A	8-bay pallet rack			
283	2	N/A	mobile stock ladders			
284	5	N/A	double-sided vertical extrusion racks			
Assembly						
285	1	AS1	11' dual belt conveyor			
286	1	AS2	pneumatic squaring table (new ca. 1988)	Vinton		
287	1	AS3	main frame pre-assemble table 48" x 48"			
288	1	AS5	door re-work table on casters			
	1		Vinyl & Hinge Department			
289	1	VNS1	radial arm saw	Rockwell	14-RAS	J15857
290	1	HGS1	5/8" hinge saw c/w US variable speed drive			
291	1	HGS2	1-1/8" hinge saw	Delta		

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
292	1	HG1	hinge assembly table with custom hinge machine			
			Door Line			
293	1	DL1	10' gravity roller conveyor with pneumatic lift & Intermac 9560 control			
294	1	DL2	8' x 64" chain roller conveyor variable speed	Damark	96X64	4840
	1	DL3	10' shrink tunnel, triple zone	Damark	S64TX	5439
	1	DL4	8' x 64" chain roller conveyor, variable speed	Damark	64RX96	5437
295	1	DL5	8' x 4' work table with roller			
296	1	DL6	shrink bag rack			
297	1	DL7	walkway			
298	1	DL9	30' x 42" belt conveyor, variable speed	Roach Conveyors		175197/ 161453
299	1	DL10	31' x 40" belt conveyor, variable speed	Rapistan		
300	1	DL11	40' x 38" belt conveyor variable speed	Roach Conveyors		188933
301	1	DL12	corner roller system, approx. 18' x 48"			
302	1	DL13	40' x 38" belt conveyor variable speed	Roach Conveyors		187910
303	1	DL14	die cut staple table			
304	1	DL15	die cut staple table			
305	1	DL16	40" x 60" work bench for pre-hung doors			
306	1	DL17	hardware cart			
307	1	DL18	hardware cart			
	1		Shipping Department			
308	1	LT3	propane forklift truck, w/ side-shifter & Safe-Tilt mast	Toyota	42-6FGCU25	76341
309	1	LT4	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	5FGC25	15610
310	1	PW1	pallet wrapper	Orion	L66-6479	6096479
311	1	PW2	pallet wrapper	Orion	L66-12TP	8048248
312	1	PW3	pallet wrapper	Liberty	4-Series 4.4	
313	1	COMP-1	50 h.p. air compressor	Hydrovane		
314	1	COMP-2	40 h.p. air compressor	Hydrovane		
315	1	COMP-3	compressor air dryer with pre and after filter	Dry Energy	DE109	
316	1	LT5	electric reach forklift truck, 3000 lb. cap.	Raymond	20R30TT	201495S-C
317	1	LT6	electric pallet lift truck, 8' forks	Raymond	12TM-FRE80L	112-96 17635
318	1	STM-1	strapping machine	Signode	SP300	P3005-BL3

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
319	192	N/A	(approx.), pallet racking uprights, 18' high x 32" wide @ \$60 ea. (rounded)			
320	704	N/A	(approx.), pallet racking load beams, @ \$7 ea. (rounded)			
321	1	N/A	grinder			
322	2	N/A	work benches			
323			number not used			
324	1	N/A	mobile stock ladder			
325	1	N/A	pallet truck			
326	1	N/A	air compressor	Champion	HRA15-12	R40-884
			Maintenance Department			
327	1	M1	table saw	Rockwell	34-450	G-16886
328	1	M2	electric scissor lift	Plant Master	119SPEP	
329	1	M3	horizontal bandsaw	Carolina	HV12	003790
330	1	M5	bench grinder	Baldor	612R	
331	1	M6	bench drill press	Buffalo	No. 15	3982
332	1	M7	pedestal drill press	Manhattan	951230	70845
333	1	M8	hydraulic shop press, 30 ton cap	Carolina	HV100	004822
334	1	M9	arc welder, 250 amp. AC/DC	Miller	Dialarc	KC323648
335	1	N/A	48" air operated shear, 18 ga.	Brown Boggs	249AL	
336	1	N/A	surface grinder w/ 6" x 18" magnetic chuck	K. O. Lee	S718	17588-HA
337	1	N/A	lot, allowance for assorted maintenance shop equipment & racking, etc.			
			Receiving Department			
338	1	LT1	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	74937
339	1	LT2	5000 lb. cap. propane forklift truck, triple mast, side-shifter	Toyota	42-6FGCU25	75981
340	1	SCALE-1	5000 lb. cap. platform scale, w/ Fairbanks DRO	Eastern Scale		
341	1	CPI	vertical hydraulic bailer, 4' x 4' x 2' bail size	Gensco	V15-60	2-593
342	15	N/A	single cantilever storage racks, 4-level, @ \$500 ea.			
343	9	N/A	double cantilever storage racks, 4-level @ \$750 ea.			
344	1	N/A	mezzanine, 15' x 50'			
			Display Department			
345	1	STM-2	strapping machine	Strapack	SS-80	69184205
346	29	N/A	pallet racking uprights 18' high x 32" wide @ \$60 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
347	72	N/A	pallet racking load beams @ \$7 ea.			
			Machines Not In Use			
348	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
349	1	N/A	pneumatic squaring table (new ca. 1988)	Vinton		
350	1	N/A	8' shrink tunnel, c/w variable speed chain roller conveyor	Damark		
	1	N/A	8' infeed chain roller conveyor, variable speed			
	1	N/A	8' outfeed chain roller conveyor, variable speed			
351	1	N/A	milling & drilling machine, (new 2005)	Craftex	30 H977	B0505161
352	1	N/A	2-head mitre saw with drills	Elumatec		
353	1	N/A	2-head mitre saw	Pro-Line		
354	1	N/A	electric reach-truck 2000 lb. cap. (not in working condition)	Clark		
355	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
356	1	N/A	propane forklift truck 5000 lb. cap. (not in working condition)	Toyota		
			Carts & Racks (counts approximate)			
357	92	N/A	door carts @ \$100 ea.			
358	68	N/A	rail carts @ 100 ea.			
358	166	N/A	stacking racks @ \$100 ea.			
359	23	N/A	z-bar upright carts @ \$50 ea.			
360	2	N/A	hardware carts @ \$50 ea.			
361	108	N/A	10 x 10 hole carts @ \$25 ea.			
362	10	N/A	screen carts @ \$50 ea.			
363	14	N/A	header/sill process carts @ \$25 ea.			
364	18	N/A	mullion trillight frame carts @ \$50 ea.			
365	14	N/A	glass carts @ \$50 ea.			
366	6	N/A	woodcore, frame carts @ \$25 ea.			
367	6	N/A	woodcore, core carts @ \$250 ea.			
368	6	N/A	kick plate carts @ \$25 ea.			
369	39	N/A	sashing carts @ \$25 ea.			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
			ALUMINART PRODUCTS LIMITED 1 SUMMERLEA RD., BRAMPTON, ONTARIO SECTION 2 - ITEM NUMBER 370:			
			PRO-LINE AUTOMATION CUSTOM MACHINERY, EQUIPMENT & TOOLING TO MFR. A RETRACTABLE SCREEN PRODUCT LINE			
370	1		Complete parcel of Pro-Line Automation Systems Ltd. custom machinery, equipment, and tooling to manufacture the proprietary retractable screen product line, per Pro-Line Automation Systems Ltd. February 2007 invoice, number 09879-07, (copy enclosed), including the following:			
	1	RSS1	up-cut saw, c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor	Pro-Line	Pro-Cut SSU-100D	88783
	1	N/A	servo controlled automatic self-positioning length gauge, c/w: (2) backfence (infeed and Pro-Stop	Pro-Line	Pro-Stop 10A	88784
	1	RSS2	vertical double mitre saw c/w: (1) spraymist lubrication system (1) 10' infeed roller conveyor (2) backfence (infeed & length gauge (1) mitre block (for length gauge)	Pro-Line	DMV-210	88644
	2	N/A	six-station punch dies	Pro-Line		
	2	N/A	three-station punch dies	Pro-Line		
	1	RSS3	acoustically enclosed hydro pneumatic end milling machine, c/w: (1) spraymist lubrication system (1) custom carbide cutter stack (1) custom contoured clamping fixture to accommodate six profiles at a time	Pro-Line	Pro-Fab MM-8P	88766
	1	RSS4	custom programmable single-head CNC routing machine, c/w: (1) implementation of digital readout of centering device (1) screen table	Pro-Line	CNR-700	88750

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.	Orderly Liquidation Value (CAD \$)
370 cont	1	RS11	4-head drilling machine, header/sill/ jamb, all	Pro-Line	AD-42	88786	

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
ARCOR WINDOWS & DOORS INC. 55 INNOVATION DR., FLAMBOROUGH, ONTARIO ITEM NUMBERS 1 TO 127:						
1	1	BEND	hot air vinyl bending system (new ca. 2000)	Witte	WL-3M	WNA-00605
2	1		Complete glass cutting line, including the following:			
	1	BGCT-1073	automatic glass cutting table, approx. 9' x 13', c/w GE Fanuc Series OM control (ca. 1998)	Billco	CNC560	W.O. 97126
	1	GCT1-1048	break-out air float table, approx. 7' x 13'6" (new 1986)	Rodrigue		A606
	1	GCT2-1049	free-fall air float table, approx. 9'6" x 14'	Besten	SBOT	53-105-0378
	1	GCT3	glass cutting air float table, approx. 10' x 12'			
	7	N/A	free-fall glass racks	Roll-Tech		
3	1	CC1-1014	corner cleaner, (new 1987)	Urban	SV300/2	30206
4	1	CC2-1013	corner cleaner, (new 1988)	Urban	SV300/2	30191
5	1	CC3	corner cleaner, (new ca. 2000)	Pro Line	Pro-Clean CC300	87299
6	1	CM-1050	20 h.p. rotary screw air compressor	Hydrovane	SR6600 MK3	14HV208319
7	1	CM-3	piston air compressor, 25 h.p., 2-stage	Champion	HRA24-12 (reported)	R0026849 (reported)
8	1	CR-1	3-tonne overhead bridge crane, single-girder, 48' span, c/w Vulcan 3-ton elec. chain hoist, & extrusion lift cradle	Munck		98-2685
9	1	CR-2	3-tonne overhead bridge crane, single-girder, c/w Vulcan 3-ton elec. chain hoist	Munck		002829
10	1	CV4R-1038	finished window vertical roller conveyor system			
11	1	D1-1019	multiple spindle drill	ARO / GY-Roll		4700-3
12	1	D2-1032	drill press	Rexon		
13	1	D3-1090	tall screen pin drill	Delta	Cat. # 11-960C	9423
14	1	DC-2	2.5 h.p. dust collector (1991)	Tooltex	SDC-2042	---4477

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
15	1	DC-3	3 h.p. dust collector	Cantek	UFO-102B	4005
16	1	DC-4	3 h.p. dust collector	Cantek	UFO-102B	4004
17	1	DC-5	3 h.p. dust collector	Cantek	UFO 102B	
18	1	DC-6	5 h.p. dust collector	Cantek	UFO 103B	13
19	1	DC-8	dust collector, single bag (new 1997)	King	KC-310-8C	709208
20	1	DC-9	dust collector, (new 2000)	King	KC-4043C	
21	1	DOOR-LINE	door tilt assembly line, (4) stations, (new ca. 2000)			
22	1	DRY-1082	refrigerated compressed air dryer, c/w Envirosave unit & 2 filters	Vanair	RAD-75, 115-1-60X	98PIA-VJ599-10A
23	1	N/A	air glide application table, approx. 84" x 84" (ca. 2007)	Edgetech I.G. Inc.	E-3000	0043
24	1	GW-1005	glass washer, 84" wide, 6-brush, c/w 4' x 8' caster table outfeed, (new ca. late 1970's)	Somaca	GW-8846-6 (reported)	45486 (reported)
	1	PUMP-DET	glass washer detergent pump	Graymills (reported)		
	1	PUMP-DET-1	glass washer pump	Graymills (reported)	TN36-F (reported)	
	1	PUMP-PRE-WASH	glass washer pre wash pump	Monarch (reported)	ACE-S75SD (reported)	1900 (reported)
	1	PUMP-RINSE	glass washer rinse pump			
	1	G-ETCH	glass etching machine	Matthews	Air Grit 7650	D2713-901
25	1		Complete insulating glass unit fabricating line, including the following:			
	1	IG-ASSY	insulating glass unit vertical assembly line, (new ca. 2000), including: 1st. station: type rack muntin dual servo, 1.6 x 3.6, ser. no. 1944 2nd. station: type automatic assembly, 1.6 x 3.0, ser. no. 1945 3rd. station: roller press 4th. station: type rack motorized, 1.6 x 3.6, ser. no. 1946	Willan Design Ltd.	"Superfast" I.G. Line	ref. no. AQ1900
	1	AGF-HS	high speed Argon fill station	FDR	RSGZ90	5199 (reported)
	1	GM-QUAD	automatic sealant applicator (new ca. 2000)	Spadix	Quad Seal	
	1	GM2	gunning machine, hot melt sealant application system, (new ca. 2000)	Graco	STE55 (Spadix)	000424 (Spadix)

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
25 cont	1	LINER STRIP-PER-1	roller liner stripper	Edgetech		LS2391
	1	SST1	Super Spacer table, 96" x 105"	Glassroll Fabrication		CP/7800 (reported)
	1	SSTA	automatic spacer applicator, (new ca. 2000) c/w: (1) 5' x 8' air infeed table (1) 5' x 8' 9-belt infeed conveyor, ser. no. D962 (1) 5' x 8' 9-belt outfeed conveyor, ser. no. D962	LaFond	BEAM	D962
	1	N/A	lot, various caster tables, & any related auxiliary equipment, electrics, & controls, etc.			
	1	TOST-1047	triple glaze spacer table	Arcor		
26	1	LT-1027	propane forklift truck (in outside yard, out of service)	Clark	C500-S80 (reported)	685-0081-7419-K0F (reported)
27	1	LT-2	propane forklift truck, triple mast, side-shifter, pneum. tires	Nissan	PJ02A25PV	chassis # PJ02-9H7245
28	1	M1-1018	pull rail milling machine	Preston	6F600 (reported)	5051
29	1	N/A	2 h.p. dust collector	Toolex	SDC-2042	
30	1	M3	end milling machine (new ca. 2000)	Pro-Line	MM2	87211
31	1	MIG-2	MIG welder	Esab	Migmaster 250	MAIJ108012
32	1	MILL-ING-1	vertical milling machine	Long Chang	LC-1-1/2VS	76069234
33	1	OH-1054	1/4 ton overhead elec. hoist	Budgit	1151116	257523
34	1	P18	window line punch	Pro Line		
35	1	P19	door sweep punch	Pro Line		
36	1	P4-1004	sash drain hole and EOL drain punch	APB		6409 Frame 6414 Die
37	1	P7-1016	Regal trim punch	Arcor		die # 29
38	1	P8-1012	Marquis DH frame balance shoe knock-out	Alloy & Copp		8294
39	1	P9-1010	Roll / Mold weep punch	Alloy & Copp		
40	1	PAINT	paint booth, approx. 18' x 37' x 10' H., (new ca. 2003)	Supreme Air System	SAE27DN (reported)	030703 030711 (reported)
41	1	PAINT SHAK-ER-2	paint shaker	Broncorp	Cyclone M232	043737
42	1	PALLET TRUCK-1	pallet truck	Mahaffy	Pallet Wrangler 90	117881

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
43	1	N/A	lot, allowance for assorted contents of storage trailers, including:			
	1	PS-1053	wrapping machine	Muller	LP800	8030989
	1	PS-V	door wrapper	Muller	2201	A3800195
	1	N/A	lot, misc. racks, & equipment			
44	1	R12	door profile router, 5 kw. (new 1988)	Becz Machine	762	20703
45	1	R13	manual double template copy router (new ca. 2000)	Pro-Line	CR700	87210
46	1	R14	Valcor tilt latch router	Vega Automation	1617 EVS Bosch routers	
47	1	R16	door wood jamb router			
48	1	R21	pivot pin router			
49	1	R2-1021	multi-point lock router (new 1987)	Giovanini	COPY-S	6578
50	1	R3-1022	single-head copy router (new ca. mid 1980's)	Wegoma	AKF-226	2266703
51	1	R5-1024	twin-head auto router	AMTD	DR2/2	
52	1	R9	MDH pull rail milling machine		cat. # 5670 (reported)	608A4994501 20 (reported)
53	1	S1-1003	twin-head compound mitre saw (new 1988)	Elumatcc	DG104	25401
54	1	S10-1063	vinyl grid milling machine/saw	AMTD	M300L	722
55	1	S12-1042	compound mitre saw	DeWalt	705-04 type 3	1786
56	1	S15-1060	door cutting panel saw (horiz/vert)	Safety Speed Cut	H-4	R-96
	1	S15-1060-SAW	circular saw, 2.5 h.p.	Milwaukee	6410	771A49524 0080
57	1	S19	metal cutting band saw	King	KC128-C	055489
58	1	S2-1002	2-head brick mould mitre saw	Emmegi	TRD450 LINEA	141479
59	1	S21	10" mitre saw	Delta	MS210	
60	1	S24	wood cutting table saw	Delta	36-944C	99K70763
61	1	S27	mitre saw	Pro-Line	CS25	87246
62	1	S28	14" steel cutting chop saw	DeWalt	D870-04	25116
63	1	S29	12" mitre saw	DeWalt	DW705	202774
64	1	S3-1244	mitre saw c/w roller conveyor, pneum. stop, & DRO	Elumatcc	MG8-72	33424
65	1	S31	12" mitre saw	DeWalt	DW705	71683
66	1	S32	12" mitre saw	DeWalt	D704-04	1164
67	1	S33	12" mitre saw	DeWalt	DW705	202768
68	1	S38	table saw (new 2002)	General	50-250 M1	50681402
69	1	S39	10" compound mitre saw	Delta	36-240C	K0048
70	1	S4-1245	10" mitre saw, c/w 10' roller conveyor, length stop, & DRO	Delta	MS250	040652QC

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
71	1	S41	10" mitre saw	Delta	MS250	036353QC
72	1	S44	10" mitre saw	Delta	MS210	055658.Q
73	1	S47	10" compound mitre saw	Makita	LS1013	48043A
74	1	S48	10" mitre saw	Delta	MS210	T1-0156 26QC
75	1	S9-1062	aluminum spacer saw c/w (2) IGE notchers, (new 1992)	Wegoma	TS250	2502704
76	1	SAF-1	automatic feed saw, c/w E700 control, & (7) pairs of fixtures, etc., (new ca. 2000)	Pro-Line	AF220	87253
77	1	SCR1-1046	screen roller and table			
78	1	SCR2	screen roller and table			
79	1	S-RAD-1	radial arm saw c/w roller conveyor	Delta	33-990C	91L74755
80	1	S-RT	round top saw	Makita	LS1440	
81	1	W1-1001	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202605
82	1	W2-1249	twin-head welder (new ca. mid 1980's)	Wegoma	520L	5202604
83	1	W4-1247	twin-head welder (new ca. mid 1980's)	Wegoma	520L	
84	1	W5-1246	twin-head welder	AMTD	AMTD 2P	ARC 2PW
85	1	W7-1085	twin-head welder (new ca. 2000)	Pro-Line	Pro-Weld TH21	87400
86	1	W8	single-head multi-angle welder, (new 1984)	Urban	AKS 3605	10519
87	1	W9	twin-head welder (new ca. 1999)	Pro-Line	Pro-Weld TH21	87271
88	1	N/A	platform scale, 800 lb. cap.	Toledo		
89	35	N/A	(approx.), work-in-process carts @ \$25 ea.			
90	95	N/A	(approx.), extrusion racks on casters, 15' x 3' x 4' @ \$150 ea.			
91	1	N/A	mobile stock ladder			
92	6	N/A	L-racks @150 ea.			
93	1	N/A	2-tier glass rack, 5'			
94	1	N/A	mobile stock ladder			
95	21	N/A	(approx.), window carts on casters, 7' x 3' x 45" @ \$150 ea.			
96	2	N/A	A-frame racks on casters @ \$200 ea.			
97	2	N/A	misc. carts			
98	11		(approx.), window carts @ \$50 ea.			
99	2	N/A	bar code scanners @ \$300 ea.	Symbol	DMX-1-4208	
100	1	N/A	mezzanine, approx. 43' x 50' x 11'			
101	1	N/A	mezzanine, app. 21' x 34' x 11'			

Tel No.	Qty.	Co. Asset No.	Description	Mfr.	Model	Serial No.
102	1	N/A	mobile stock ladder			
103	1	N/A	3-section storage rack			
104	2	N/A	cantilever racks, 4' x 4.5' x 8' @ \$300 ea.			
105	6	N/A	stacking racks, 52" x 5' @ \$50 ea.			
106	1	N/A	mobile stock ladder			
107	1	N/A	mezzanine, approx. 24' x 75' x 13'			
108	1	N/A	mezzanine, approx. 24' x 50' x 13'			
109	1	N/A	pallet truck	Wrangler	90	
110	1	N/A	mobile stock ladder			
111	20	N/A	bays of pallet racking			
112	2	N/A	pallet trucks @ \$150 ea.			
113	1	N/A	stock ladder			
114	6	N/A	bays of pallet racking			
115	1	N/A	stock ladder			
116	1	N/A	lot, 10 section of shelving, & assorted cabinets			
117	3	N/A	aluminum ladders			
118	13	N/A	(approx.), I.G. unit carts @ \$50 ea.			
119	10	N/A	(approx.), harp carts, 60-section @ \$200 ea.			
120	2	N/A	A-frame glass racks @ \$200 ea			
121	1	N/A	forklift attachment	Kleton		
122	1	N/A	12' glass lifting bar w/ straps			
123	2	N/A	dump hoppers @ \$250 ea.			
124	1	N/A	lot, allowance for misc. tools & equipment, carts, racks, work benches, office equipment, etc., (including in outside yard)			
125	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH44S	88919
126	1	N/A	CNC corner cleaner, 6-axis, & tilt latch routing machine (new 2009)	Pro-Line	Pro-Clean CNC600	89029
127	1	N/A	4-head welder, (new 2009)	Pro-Line	Pro-Weld FH88S	88592

DESCRIPTION OF ASSETS

	Itemized Items
	Honda GX 200 Power Washer - s/n PJG25018.58
	Air pressure tank - 200 psi
	Hydrovane 15hp compressor - s/n HV8250
	Kroser ASD25 air compressor - s/n 1006
	Westinghouse 600 volt power panel
	Milermatic Auto welder - s/n LC686585
	Maintenance hand tools
	JET 14MF Drill press - s/n 20134
	Metal cutting band saw - K1180 - w/n 83882
	Makita grinder - s/n 20841
	30 saw blades
	Lincolnelectric ED700010 continuous feed welder - s/n E04D667
	Strapping machine
	Strapping machine
	Shipping scanner
	Rotating crating table
	Stationary crating table
	Staple gun
	Low E detector
	Radial arm saw (Crating)
	Prep table with measuring slip
	Cardboard recycling trolley
	Screen centre - air assist
	Screen bar racks (2)
	Screen hardware rack (1)
	Manual screen assembly table
	Manual screen assembly table
	Aluminum disc
	Extended glazing racks with glazing platforms
	Extended glazing racks with glazing platforms
	Suction cups (5 sets)
	Patio door assembly table

Patio door assembly table
Scanning computer (Glazing) and computer scanning station
Union Power Tools 3 1/2" 10" sliding saw - s/n 901514
General Saw Model 460 saw with measured stop runoff table - s/n L818
Rotating assembly table
Craftsman hand sander
Orbital litterbug sander
Makita router
Hyster 88DXL28C fork lift - s/n D0945103224
Air driven orbital sander
Hand drill guns (8) @ \$40 each
Large staple guns (4) @ \$60 each
Medium staple gun
Small staple gun
Heavy duty clamps (4) @ \$25 each
Liner shaping peg board
Shaped line rack
Delta R8110 drill press - s/n 147-080C
Worham Star - s/n 2WQRDCXH11K96842
Vinyl liner drill bits (4) @ \$100 each
Fixed liner assembly table
Delta 37-070C variable speed planer & stand - s/n 89918
Vinyl jamb extension storage rack
Dewalt radial arm saw with tiger stop runoff table - s/n 7920091
Air saw dust collection system
Wood jamb extension racks
Metal reinforcing rack
Vinyl storage and runoff rack
Allen Bradley metal cutting saw
Vinyl accessory saw with tiger runoff table
T mullion punch
Wagons P106 End mill - s/n H062N38
Wagons AKF106 End mill - s/n 10620267
T mullion prep station
T mullion punch
Vinyl storage racks


Procut AP222 - s/n 88161
Vinyl saw dust air recovery system
Allen Bradley vinyl saw dust air recover system
TY650 Mainframe double drill with measuring tape - s/n 49527
Punch station
Drain hole punch station
OXXO night lock punch station
Hand night lock punch station
Mainframe night lock punch station
OXXO end mill with vinyl saw dust recovery system
International 5 ton - s/n 1HT34MAAP/C3H589171
Wegoma KP220 router - s/n 0650
Elumeco router with aluminum legs & auto centering system - s/n 704462124
Elumeco 713 router - s/n 24956
Profile double cut saw with legs & manual stop runoff - s/n 88187
Wegoma SD25 vinyl saw - s/n 050052
Cutoff storage rack
Wegoma 620LV 2 point welder with 6 vinyl welding fixtures - s/n 5202975
Profile FH44 Proweld with integrated cleaner runoff table - s/n 88106
2 piece guard rail
T Multicon storage rack
Hand corner cleaner
Air hand drills (3)
Assembly tables (5)
Mainframe assembly storage racks (3)
Rotating assembly table (2)
Hand drill
Large air stapler
Stationary assembly tables (3)
Assembly storage racks (2)
Cassment each assembly station
Air drill
Tool cart
Inventory storage racks (4)

Glazing support racks (6)
Assembly table
Motor glazing stop saws (2)
Manual stop run-off tables (2)
Glazing stop storage racks (3)
12' rolling ladder
8' rolling ladder
Fixed sash assembly tables (3)
Sash storage racks (2)
Proline CNC30 Proclean CNC - s/n 8218
Proline FH88 welder - s/n 87736
Urban corner cleaner - s/n 31082
Patio door glass rack
Acculite Bullet glass cutting table, support & cutter and misc. cutting tools
Water squeezer & electronic controls
Somica glass wash - s/n 47889
Roller tables (6) @ \$1000 each
Besten air applicator table for spacers
Stirling 5 ton - s/n 2FZAAR0511AJ40433
Grid top horizontal/vertical lift matching table
Besten spacer press & heater - s/n 4002204N2
Melita Muntin bar saw
Manual stop run-off table
3 Muntin punches punch station
Muntin racks (4)
Bending & shape muntin bar table
Stand alone muntin bender
Westward drill press - s/n RDM30A
Compound saw
Assembly tables (2)
Storage rack
12 manifold argon fill station
Heatbuster fan - SP4223
Hand truck
Sash glazing station
Glass storage bins (4) @ \$1,000 each
Strapping station
Home show display
28' Comet - s/n 1CQV28214-HS034657

48' Mond - s/n 2MAN123169T1202301
53' Manac - s/n 2M5021463K1020660
WIP rack (8) @ \$200 each
Vinyl storage racks (3) @ \$1,000 each
Patio door racks (17)
Finished goods racks (42) @ \$500 each
Portland cage
Snow plow blade
Storage shed
Stationary glass display rack
Display racks (4)
Tables (5)
Chairs (21)
Locker units (6)
Refrigerator
Microwaves (3)
Air hoses & connectors
Swigle unloader
Wegome LV2 Special 2 Pt welder - s/n B69476
Western Star - s/n 2WKRDDXH01R088489
Specials assembly table
Makita chop saw
Air drills (2)
Allen Bradley saw
Former
1451 Flexband - 966C
Finished goods carts (15)
A Frames (2)
Vinyl cut carts (33)
Screen carts (2)
Patio door carts (3)
Screen cut piece cart
Material handling cart
Glass A Frame
Material refuse bins (2)
Liner carts (4)
T Muffin carts (4)
Vinyl supply carts (8)
Sealed unit carts (13)
Sash carts (17)

	Gleaming stop carts (21)
	A Frame glass carts (12)
	Cut glass carts (7)
	Glass feed carts (4)
	Patio door carts (3)
	Service unit carts (3)
	EDP Equipment
	Decks (24)
	Chairs (34)
	Filing cabinets (38)
	Credenzas (5)
	Reception station
	Display
	Reception table
	Boardroom table & 7 chairs

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: <u>NAP Windows & Doors Ltd.</u>		List prepared by: <u>Audubay Agrawal, VP Finance</u>		Branch: <u>Kelowna B.C.</u>		
Address: <u>2150 Enterprise Way, Kelowna, B.C. V1Y 6H7</u>		Company Officer's Signature: 		FOR EDC USE ONLY		
Location of Asset: <input checked="" type="checkbox"/> as shown or _____		Date: <u>November 10, 2009</u>		FOR ITEMS NOT YET PAID IN FULL, RECORD NAME OF CREDITOR		
ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, machine capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF PURCHASE	PURCHASE PRICE
1	1	Pro-Fab Six Station Punch Die ✓	DIE#1		2008	7,980
2	1	Pro-Fab Four Station Punch Die ✓	DIE#2		2008	7,680
3	1	Pro-Fab Three Station Punch Die ✓	DIE#3-LEFT		2008	7,680
4	1	Pro-Fab Three Station Punch Die ✓	DIE#3-RIGHT		2008	7,680
5	1	Pro-Fab Four Station Punch Die ✓	DIE#4		2008	7,680
6	1	Pro-Fab Six Station Punch Die ✓	DIE#5		2008	7,980
7	1	Pro-Fab Six Station Punch Die ✓	DIE#6		2008	7,980
8	1	Pro-Fab Two Station Punch Die ✓	DIE#7		2008	5,600
9	1	Custom Drill Stand ✓	DILLSTATION		2008	3,540
10	5	Sets of Cutting Fixtures ✓				22,100
11	2	Sato Label Printer ✓				6,500
12	4	Sets of Top Clamps ✓				4,160
13	1	PC Including Pro-Opt Optimization Software ✓				6,500
14	8	Sets of Welding Fixtures ✓				32,110
15	1	Set of Single Stack Gripper with Top Inserts ✓				6,240
16	1	Set of Single Stack Cleaner Fixtures with Top Inserts ✓				6,240
17	1	Set of Raised Scarfing Knives ✓				1,170
18	2	Barcode Scanner // ✓				3,900
19	1	PC Including Touch Screen Monitor ✓				4,550
20	1	Six Axis CNC Controlled Corner Cleaning Machine ✓	CNC-600			110,500
	1	Set of Carbide Tipped Outbacktrack / <u>Good M124</u> ✓				2,405

04/2002

PRINCIPAL ITEMS OF MACHINERY, EQUIPMENT & VEHICLES

Name: Accor Windows & Doors Inc		List prepared by: Anubhav Agarwal, VP Finance		FOR EDC USE ONLY	
Address: 55 Innovation Drive, Mansborough, ON L9B 7J8		Company/Officer's Signature		Branch: <i>Enbridge</i> Investigating Officer: <i>Sheldon Kirtland</i>	
Location of Assets: <input checked="" type="checkbox"/> as above, or Date: November 10, 2009					

ITEM NUMBER	QUANTITY	DESCRIPTION (include manufacturer's name, model no, capacity, etc.)	MODEL NUMBER	SERIAL NUMBER	YEAR OF		PURCHASE PRICE	FOR ITEMS NOT YET PAID IN FULL, RECORD DATE OF ACQUISITION
					ACQ	DISPOS		
1	5	Pro-Fab Four Station Punch Die	DIE#1, 3-5, 8		2008	2009	38,400	
2	4	Pro-Fab Six Station Punch Die	DIE#2, 9-11		2008	2009	31,920	
3	1	Pro-Fab Seven Station Punch Die	DIE#6		2008	2009	7,980	
4	3	Pro-Fab Three Station Punch Die	DIE#7, 12		2008	2009	23,040	
5	1	Pro-Fab Two Station Punch Die	DIE#13		2008	2009	6,600	
6	1	Custom Drill Stand	DRILLSTATION		2008	2009	3,540	
7	5	Four Station Punch Die	PRO-FAB		2008	2009	38,640	
8	1	Programmable Routing Machine	CNR-700		2008	2009	37,200	
9	1	Fixtures for Marquis casement awning			2008	2009	1,980	
10	1	6 Foot Centering Gauge with Flip Stop/Off Centre Stop			2008	2009	2,460	
11	2	Set of 5 Foot Support Conveyor			2008	2009	780	
12	1	Auto Feed Saw	AF-220		2008	2009	45,500	
13	1	PC incl touch screen, pro-optimization software			2008	2009	8,450	
14	2	Sato label printer			2008	2009	6,500	
15	10	Sets of various fixtures			2008	2009	69,160	
16	2	Quick Change Reflon System with Cartridge			2008	2009	13,000	
17	2	Barcode Scanner			2008	2009	6,500	
18	1	Two Head CNC Corner Cleaner	CNC-23		2008	2009	117,000	
19	1	Six Station Punch Die	PRO-FAB		2008	2009	8,060	
20	1	Digital Length Gauge			2008	2009	4,940	
21	1	Automatic Servo Controlled Self Positioning Gauge	PRO-STOP 10A		2008	2009	12,740	


F4099E(03/04/2002)

484,390

PAGE 1 OF 10

[illegible]

This is **Exhibit "K"** referred to
in the Affidavit of Robert Fick.
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
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THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED

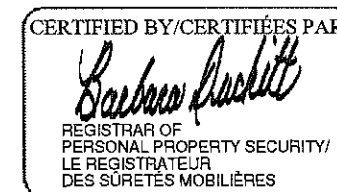
FILE CURRENCY : 08FEB 2021

ENQUIRY NUMBER 20210209154650.15 CONTAINS 30 PAGE(S), 12 FAMILY(IES).

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

CYBERBAHN, A THOMSON REUTERS BUSINESS
333 BAY STREET, STE. 400
TORONTO ON M5H 2R2

CONTINUED... 2



(crfj5 06/2019)

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

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(5804)

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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
768793266

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20201223 1208 1532 1384	P PPSA	04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ALUMINART PRODUCTS LIMITED

ADDRESS 1 SUMMER LEA RD BRAMPTON ON L6T4V2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT MERCEDES-BENZ FINANCIAL

ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

COLLATERAL CLASSIFICATION				MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	INCLUDED	MATURITY OR	MATURITY DATE
			X	X	X	46255.4	22SEP2024

MOTOR	YEAR MAKE	MODEL	V.I.N.
VEHICLE	2020 MERCEDES-BENZ	C300 4M	55SWF8EBXLU331366

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING AGENT D + H LIMITED PARTNERSHIP

ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

Barbara Aschitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
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(5805)

128

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
768793266

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20201223 1208 1532 1384		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION

ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

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

YEAR MAKE MODEL V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Pickett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)1fu 08/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
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129

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767355804

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20201103 1356 1532 1847	P PPSA	04

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
----------------	---------------	------------------	---------	---------

02	DEBTOR NAME	BUSINESS NAME	ALUMINART PRODUCTS LIMITED	
----	----------------	---------------	----------------------------	--

03	NAME	BUSINESS NAME	ALUMINART PRODUCTS LIMITED		ONTARIO CORPORATION NO.
----	------	---------------	----------------------------	--	-------------------------

04	ADDRESS	1 SUMMER LEA RD	BRAMPTON	ON	L6T4V2
----	---------	-----------------	----------	----	--------

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
----------------	---------------	------------------	---------	---------

05	DEBTOR NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
----	----------------	---------------	--	--	-------------------------

06	NAME	BUSINESS NAME			ONTARIO CORPORATION NO.
----	------	---------------	--	--	-------------------------

07	ADDRESS				
----	---------	--	--	--	--

08	SECURED PARTY / LIEN CLAIMANT	MERCEDES-BENZ FINANCIAL			
----	----------------------------------	-------------------------	--	--	--

09	ADDRESS	2680 MATHESON BLVD. E. STE 500	MISSISSAUGA	ON	L4W0A5
----	---------	--------------------------------	-------------	----	--------

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

10	YEAR MAKE	MODEL	V.I.N.	
11	MOTOR	2021 MERCEDES-BENZ	GLE53 4M	4JGFB6BE2MA271038

12	VEHICLE
----	---------

13	GENERAL
14	COLLATERAL
15	DESCRIPTION

16	REGISTERING AGENT	D + H LIMITED PARTNERSHIP
----	----------------------	---------------------------

17	ADDRESS	2 ROBERT SPECK PARKWAY, 15TH FLOOR	MISSISSAUGA	ON	L4Z 1H8
----	---------	------------------------------------	-------------	----	---------

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

CONTINUED...

5

CERTIFIED BY/CERTIFIÉES PAR

Barbara Buckitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 05/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
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130

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
767355804

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20201103 1356 1532 1847		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION

ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

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

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orjfu 08/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

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PAGE : 6
(5808)

131

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761562441

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	003		20200422 1030 8077 8221	P PPSA	5

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ALUMINART PRODUCTS LIMITED

ONTARIO CORPORATION NO.

ADDRESS

1 SUMMERLEA ROAD

BRAMPTON

ON

L6T 4V2

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

RCAP LEASING INC.

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

5575 NORTH SERVICE RD, STE 300

BURLINGTON

ON

L7L 6M1

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY EQUIPMENT

ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

X

X

X

X

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

ALL TELECOMMUNICATIONS EQUIPMENT FROM TIME TO TIME LEASED BY
THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL
SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO

REGISTERING
AGENT

REGISTRY = RECOVERY INC.

ADDRESS

1551 THE QUEENSWAY

TORONTO

ON

M8Z 1T5

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

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR

Barbara Aschitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 08/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 7
(5809)

132

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761562441

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20200422 1030 8077 8221		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR
VEHICLE

GENERAL BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY
COLLATERAL PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES
DESCRIPTION AND ATTACHMENTS.

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Puckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjifu 05/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 8
(5810)

133

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
761562441

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	003		20200422 1030 8077 8221		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION
CONSUMER

GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
-------	-----------	-----------	----------	-------	---------------------------	--------	------------------------	----------------------------

YEAR MAKE MODEL V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR

Barbara Russett

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(c)1fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 9
(5811)

134

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
758607462

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20191216 1447 6083 7440	P PPSA	2

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		ALUMINART PRODUCTS LIMITED			
		ADDRESS	1 SUMMERLEA RD.	BRAMPTON	ON L6T 4V2

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
	16MAR1940	SALVATORE		CACCAMO	
		ADDRESS	1 WISHING WELL COURT	WOODBIDGE	ON L4H 3N5

SECURED PARTY / LIEN CLAIMANT	ADDRESS	ADDRESS	ADDRESS	ADDRESS	ADDRESS
	2M7 FINANCIAL SOLUTIONS				
	64 SIGNET DR.	NORTH YORK	ON	M9L 2Y4	

COLLATERAL CLASSIFICATION						MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED	
CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED		MATURITY	OR	MATURITY DATE
	X	X	X	X	X		140000			X

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.

GENERAL COLLATERAL DESCRIPTION	ALL BUSINESS AND PERSONAL ASSETS INCLUDING ANY REAL PROPERTY, CASH ON HAND, ALL RECEIVABLES, INVENTORY, TAX RETURNS (PERSONAL AND BUSINESS), ALL COLLECTIBLES, MUSICAL INSTRUMENTS, ELECTRONICS UP TO

REGISTERING AGENT	2M7 FINANCIAL SOLUTIONS

ADDRESS	ADDRESS	ADDRESS	ADDRESS	ADDRESS
64 SIGNET DR.	NORTH YORK	ON	M9L 2Y4	

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
Barbara Buckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 08/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 10
(5812)

135

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
758607462

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20191216 1447 6083 7440		

DATE OF BIRTH
16JUN1966

FIRST GIVEN NAME
GIUSEPPE (JOEL)

INITIAL

SURNAME
CACCAMO

DEBTOR
NAME

BUSINESS NAME

ADDRESS

1 WISHING WELL COURT

WOODBIDGE

ONTARIO CORPORATION NO.
ON L4H 3N5

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO. FIXED

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL

A TOTAL OF \$104,000.00

COLLATERAL

DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

11

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 11
(5813)

136

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
757936332

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20191126 0912 1532 0077 P PPSA 04

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ALUMINART PRODUCTS LIMITED

04 ADDRESS 1 SUMMER LEA RD BRAMPTON ON L6T4V2
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / MERCEDES-BENZ FINANCIAL
09 LIEN CLAIMANT ADDRESS 2680 MATHESON BLVD. E. STE 500 MISSISSAUGA ON L4W0A5

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X 46541.57 21AUG2023

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2019 MERCEDES-BENZ A2204M WDD3G4FB1KW006923

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING D + H LIMITED PARTNERSHIP
17 AGENT ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H9

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
Barbara Rachitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(01/11/19 08/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 12
(5814)

137

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
757936332

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20191126 0912 1532 0077		

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION

ADDRESS

2680 MATHESON BLVD. E. STE 500

MISSISSAUGA

ON

L4W0A5

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO. FIXED

GOODS

INVENTORY EQUIPMENT ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

13

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crtf 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 13
(5815)

138

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
756514107

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
001 001 20191015 1217 1862 9879 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME ALUMINART PRODUCTS LIMITED

04 ADDRESS 1 SUMMERLEA ROAD BRAMPTON ON L6T 4V2
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY / ICAPITAL FINANCIAL SERVICES CORP.
09 LIEN CLAIMANT

09 ADDRESS 91 SKYWAY AVE SUITE 103 TORONTO ON M9W 6R5

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING CYBERBAHN
17 AGENT ADDRESS 400-333 BAY STREET TORONTO ON M5H 2R2

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)1fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 14
(5816)

139

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
751564071

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190524 1635 6083 2198	P PPSA	3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ALUMINART PRODUCTS LTD

ADDRESS 1 SUMMERLEA RD. BRAMPTON ON L6T 4V2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ADDRESS

SECURED PARTY /
LIEN CLAIMANT EVOLOCITY FINANCIAL GROUP

ADDRESS 1100 BOUL. RENE- LEVESQUE O. MONTREAL QC H3B 4N4

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

YEAR MAKE MODEL V.T.N.

MOTOR
VEHICLE

GENERAL COLLATERAL DESCRIPTION
ALL OF THE MOVABLE AND PERSONAL PROPERTY, PRESENT OR FUTURE,
CORPOREAL OR INCORPOREAL, OF THE MERCHANT, WHEREVER IT MAY BE.

REGISTERING AGENT EVOLOCITY FINANCIAL GROUP

ADDRESS 1100 BOUL. RENE- LEVESQUE O. MONTREAL QC H3B 4N4

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

CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c)11fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 15
(5817)

140

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
694350063

CAPTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	002		20140312 1041 1529 5395	F PPSA	5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ALUMINART PRODUCTS LIMITED

ADDRESS 1 SUMMERLEA ROAD BRAMPTON ON L6T 4V2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LTEN CLAIMANT ROYAL BANK OF CANADA

ADDRESS 36 YORK MILLS ROAD 4TH FLR TORONTO ON M2P 0A4

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

YEAR MAKE MODEL VIN

MOTOR VEHICLE
GENERAL INTER-COMPANY CREDITOR AGREEMENT DATED 22ND OCTOBER, 2013, BETWEEN
COLLATERAL BUSINESS DEVELOPMENT BANK OF CANADA AND ROYAL BANK OF CANADA AND
DESCRIPTION ALUMINART PRODUCTS LIMITED

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR

Barbara Buckitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c) 11/10 08/2019

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 16
(5818)

141

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
694350063

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20140312 1041 1529 5395		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE MODEL V.I.N.

MOTOR
VEHICLE

GENERAL AND ARCOR WINDOWS & DOORS INC. AND N.A.P. WINDOWS & DOORS LTD.

COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

17

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)ifu 08/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 17
(5819)

142

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20190212 1442 1530 0418	
21	RECORD FILE NUMBER	694350063			
	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ALUMINART PRODUCTS LIMITED		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEEER	BUSINESS NAME			
06					
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR	MATURITY DATE
10	YEAR MAKE	MODEL	V.I.N.		
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 18
(5820)

143

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
694103625

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	005		20140228 1619 8077 6757	P PPSA	10

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
----------------	---------------	------------------	---------	---------

ALUMINART PRODUCTS LIMITED				
----------------------------	--	--	--	--

1 SUMMERLEA ROAD	BRAMPTON	ON	L6T4V2
------------------	----------	----	--------

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
----------------	---------------	------------------	---------	---------

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--	--	--	--	--

ROYAL BANK OF CANADA				
----------------------	--	--	--	--

180 WELLINGTON ST WEST, 5TH FL	TORONTO	ON	M5J 1J1
--------------------------------	---------	----	---------

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	VEIN
------------------	------	------	-------	------

--	--	--	--	--

GENERAL	MASTER LEASE DATED FEBRUARY 28, 2014 TOGETHER WITH ALL
COLLATERAL	INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND
DESCRIPTION	FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS,

REGISTERING AGENT	REGISTRY = RECOVERY INC.
----------------------	--------------------------

1551 THE QUEENSWAY	TORONTO	ON	M8Z 1T5
--------------------	---------	----	---------

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

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR

Barbara Puckett

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 19
(5821)

144

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
694103625

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	005		20140228 1619 8077 6757		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT ROYAL BANK OF CANADA

ADDRESS 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1

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

YEAR MAKE MODEL VIN

MOTOR
VEHICLE

GENERAL ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND
COLLATERAL IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY
DESCRIPTION OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS

REGISTERING
AGENT

ADDRESS

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

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR
Barbara Puckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjifu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 20
(5822)

145

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
694103625

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	005		20140228 1619 8077 6757		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LITEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-
TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER
PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER,

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

21

CERTIFIED BY/CERTIFIÉES PAR

Barbara Buckitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)11/06/2019

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 21
(5823)

146

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
694103625

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	04	005		20140228 1619 8077 6757		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS
OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR
COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

22

CERTIFIED BY/CERTIFIÉES PAR

Barbara Duckitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 22
(5824)

147

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
694103625

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	05	005		20140228 1619 8077 6757		

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE	MODEL	VIN
-----------	-------	-----

MOTOR
VEHICLE

GENERAL COLLATERAL.

COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

23

CERTIFIED BY/CERTIFIÉES PAR

Barbara Aschitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 05/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 23
(5825)

148

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
691046064

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20131011 1647 1862 6498	P PPSA	6

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ALUMINART PRODUCTS LIMITED

ONTARIO CORPORATION NO.

ADDRESS

1 SUMMERLEA ROAD

BRAMPTON

ON

L6T 4V2

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ROYAL BANK OF CANADA

ADDRESS

260 EAST BEAVER CREEK ROAD, GROUND FLOOR RICHMOND HILL

ON

L4B 3M3

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO. FIXED

GOODS

INVENTORY EQUIPMENT

ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

X

X

X

X

X

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

BLANEY MCMURTRY LLP (JPAPADAKIS)

ADDRESS

2 QUEEN STREET EAST, SUITE 1500

TORONTO

ON

M5C 3G5

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

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR
Barbara Russett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlfu 08/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 24
(5826)

149

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION PAGES SCHEDULE	REGISTERED UNDER
01	01	001	20140211 1947 1531 3197
21	RECORD FILE NUMBER	691046064	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED RENEWAL CORRECT YEARS PERIOD
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME ALUMINART PRODUCTS LIMITED	
25	OTHER CHANGE		
26	REASON/ DESCRIPTION	AMEND SECURED PARTY ADDRESS FROM 260 EAST BEAVER CREEK ROAD, GROUND FLOOR, RICHMOND HILL, ON L4B 3M3 TO 36 YORK MILLS ROAD, 4TH FLOOR, TORONTO, ON, M2P 0A4	
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	
06			ONTARIO CORPORATION NO.
04/07	ADDRESS		
29	ASSIGNOR		
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	ROYAL BANK OF CANADA	
09	ADDRESS	36 YORK MILLS ROAD 4TH FLR TORONTO ON M2P 0A4	
10	COLLATERAL CLASSIFICATION		
11	CONSUMER	MOTOR VEHICLE	DATE OF NO FIXED
12	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR MATURITY DATE	
13	YEAR MAKE MODEL	V.I.N.	
14	MOTOR VEHICLE GENERAL		
15	COLLATERAL DESCRIPTION		
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS	
17	SECURED PARTY/ LIEN CLAIMANT	4126 NORLAND AVENUE BURNABY BC V5G 3S8	

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

CONTINUED... 25

CERTIFIED BY/CERTIFIÉES PAR
Barbara Buckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 25
(5827)

150

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION	REGISTERED UNDER
		PAGES SCHEDULE	NUMBER
01	01	001	20190912 1034 1529 0757
21	RECORD REFERENCED	FILE NUMBER	691046064
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED RENEWAL YEARS
23	REFERENCE	FIRST GIVEN NAME	INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ALUMINART PRODUCTS LIMITED
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		
28			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05	DEBTOR/		
03/	TRANSFEREE	BUSINESS NAME	
06			ONTARIO CORPORATION NO.
04/07	ADDRESS		
29	ASSIGNOR		
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
09	ADDRESS		
10	COLLATERAL CLASSIFICATION		
	CONSUMER	MOTOR VEHICLE	DATE OF NO FIXED
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL V.I.N.
12	VEHICLE		
13	GENERAL		
14	COLLATERAL		
15	DESCRIPTION		
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS	
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 4126 NORLAND AVENUE	BURNABY BC V5G 3S8

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

CONTINUED... 26

CERTIFIED BY/CERTIFIÉES PAR
Barbara Archibutt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 26
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151

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
690244641

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20130912 1935 1531 5809	P PPSA	5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ALUMINART PRODUCTS LIMITED

ADDRESS 1 SUMMERLEA ROAD BRAMPTON ON L6T 4V2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT ROYAL BANK OF CANADA

ADDRESS 36 YORK MILLS ROAD 4TH FLR TORONTO ON M2P 0A4

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

YEAR MAKE MODEL V.I.N.

MOTOR VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 27

CERTIFIED BY/CERTIFIÉES PAR
Barbara Rachitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crjtfu 05/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 27
(5829)

152

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHARGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20180815 1930 1531 8416	
21	RECORD REFERENCED	FILE NUMBER	690244641		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ALUMINART PRODUCTS LIMITED		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06					
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			INCLUDED	AMOUNT	DATE OF MATURITY OR NO FIXED MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8
	LIEN CLAIMANT				

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

CONTINUED... 28

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 28
(5830)

153

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
651680676

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20090224 1258 8075 2067	P PPSA	13

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

ALUMINART PRODUCTS LIMITED

ONTARIO CORPORATION NO.

ADDRESS

1 SUMMERLEA ROAD

BRAMPTON

ON

L6T 4V2

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

BUSINESS DEVELOPMENT BANK OF CANADA

ADDRESS

1243 ISLINGTON AVENUE, SUITE 1001

ETOBICOKE

ON

M8X 1Y9

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO. FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

X

X

X

X

X

X

YEAR MAKE

MODEL

V.I.N.

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING AGENT

CHAITONS LLP

ADDRESS

185 SHEPPARD AVENUE WEST

TORONTO

ON

M2N 1M9

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

CONTINUED... 29

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cjitfu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 29
(5831)

154

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20161012 1048 1590 8481	
21	RECORD REFERENCED	FILE NUMBER	651680676		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ALUMINART PRODUCTS LIMITED		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/ 06	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CHAITONS LLP (51559 NB)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	5000 YONGE STREET, 10TH FLOOR	TORONTO	ON M2N 7E9

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

CONTINUED... 30

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(orj2fu 08/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154650.15

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

REPORT : PSSR060
PAGE : 30
(5832)

155

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ALUMINART PRODUCTS LIMITED
FILE CURRENCY : 08FEB 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.


FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
768793266	20201223 1208 1532 1384			
767355804	20201103 1356 1532 1847			
761562441	20200422 1030 8077 8221			
758607462	20191216 1447 6083 7440			
757936332	20191126 0912 1532 0077			
756514107	20191015 1217 1862 9879			
751564071	20190524 1635 6083 2198			
694350063	20140312 1041 1529 5395	20190212 1442 1530 0418		
694103625	20140228 1619 8077 6757			
691046064	20131011 1647 1862 6498	20140211 1947 1531 3197	20190912 1034 1529 0757	
690244641	20130912 1935 1531 5809	20180815 1930 1531 8416		
651680676	20090224 1258 8075 2067	20161012 1048 1590 8481		

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

CERTIFIED BY/CERTIFIÉES PAR
Barbara Blackett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj5 06/2019)

This is **Exhibit "L"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154648.10

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

REPORT : PSSR060
PAGE : 1
(5792)

157

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : ARCOR WINDOWS & DOORS INC.

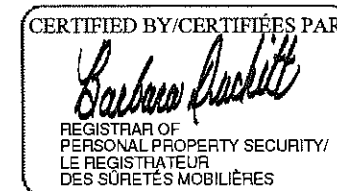
FILE CURRENCY : 08FEB 2021

ENQUIRY NUMBER 20210209154648.10 CONTAINS 11 PAGE(S), 5 FAMILY(IES).

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

CYBERBAHN, A THOMSON REUTERS BUSINESS
333 BAY STREET, STE. 400
TORONTO ON M5H 2R2

CONTINUED... 2



(crfj5 06/2019)

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154648.10

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

REPORT : PSSR060
PAGE : 2
(5793)

158

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ARCOR WINDOWS & DOORS INC.
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
758233539

00

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20191204 1014 1862 3695	P PPSA	5

02

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
03		ARCOR WINDOWS & DOORS INC.			
04		ADDRESS	1 SUMMERLKEA ROAD	BRAMPTON	ON L6T 4V2
05		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
06		DEBTOR NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS			
08		SECURED PARTY / LIEN CLAIMANT	ICAPITAL FINANCIAL SERVICES CORP.		
09		ADDRESS	91 SKYWAY AVE SUITE 103	TORONTO	ON M9W 6R5

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			
12			

13 GENERAL ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT CYBERBAHN

17 ADDRESS 4610-199 BAY STREET TORONTO ON M5L 1E9

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crlf1fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154648.10

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

REPORT : PSSR060
PAGE : 3
(5794)

159

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ARCOR WINDOWS & DOORS INC.
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
755105562

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20190904 1619 6083 4790	P PPSA	3

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ARCOR WINDOWS AND DOORS INC

ONTARIO CORPORATION NO.

ADDRESS

1 SUMMERLEA ROAD

BRAMPTON

ON

L6T 5E5

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

ON DECK CAPITAL CANADA, INC.

ADDRESS

1100 RENE-LEVESQUE BLVD W

MONTREAL

QC

H3B 4N4

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO. FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY OR

MATURITY DATE

X

X

X

X

YEAR MAKE

MODEL

V.I.N.

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

ALL OF THE MOVABLE AND PERSONAL PROPERTY, PRESENT OR FUTURE,
CORPOREAL OR INCORPOREAL, OF THE MERCHANT, WHEREVER IT MAY BE.

REGISTERING
AGENT

ON DECK CAPITAL CANADA, INC.

ADDRESS

1100 RENE-LEVESQUE BLVD W

MONTREAL

QC

H3B 4N4

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj/fu 06/2019)

Ontario



RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154648.10

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

REPORT : PSSR060
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(5795)

160

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ARCOR WINDOWS & DOORS INC.
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
691046046

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	001		20131011 1646 1862 6497	P PPSA	6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		ARCOR WINDOWS & DOORS INC.			
		ADDRESS	55 INNOVATION DRIVE	FLAMBOROUGH	ON L9H 7L8

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
		ADDRESS			

SECURED PARTY / LIEN CLAIMANT	ADDRESS	ON	L4B 3M3
	ROYAL BANK OF CANADA		
	260 EAST BEAVER CREEK ROAD, GROUND FLOOR RICHMOND HILL		

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

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.

11 GENERAL
14 COLLATERAL
15 DESCRIPTION

REGISTERING AGENT	ADDRESS	TORONTO	ON	M5C 3G5
	2 QUEEN STREET EAST, SUITE 1500			

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cjjfu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154648.10

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

REPORT : PSSR060
PAGE : 5
(5796)

161

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ARCOR WINDOWS & DOORS INC.
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		SCHEDULE NUMBER UNDER
01	01	001 20140211 1947 1531 3198
21	RECORD FILE NUMBER	691046046
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME ARCOR WINDOWS & DOORS INC.
25	OTHER CHANGE	
26	REASON/ DESCRIPTION	AMEND SECURED PARTY ADDRESS FROM 260 EAST BEAVER CREEK ROAD, GROUND FLOOR, RICHMOND HILL, ON L4B 3M3 TO 36 YORK MILLS ROAD, 4TH FLOOR, TORONTO, ON, M2P 0A4
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05/	DEBTOR/ TRANSFEREE	BUSINESS NAME
06		
04/07	ADDRESS	ONTARIO CORPORATION NO.
29	ASSIGNOR	
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
09	ADDRESS	ROYAL BANK OF CANADA 36 YORK MILLS ROAD 4TH FLR TORONTO ON M2P 0A4
10	COLLATERAL CLASSIFICATION	
11	CONSUMER	MOTOR VEHICLE
12	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	DATE OF NO FIXED AMOUNT MATURITY OR MATURITY DATE
13	YEAR MAKE	MODEL V.I.N.
14	MOTOR VEHICLE GENERAL	
15	COLLATERAL DESCRIPTION	
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2u 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154648.10

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

REPORT : PSSR060
PAGE : 6
(5797)

162

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ARCOR WINDOWS & DOORS INC.
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		SCHEDULE NUMBER UNDER
01	01	001 20190912 1034 1529 0758
21	RECORD FILE NUMBER	691046046
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
		X
23	REFERENCE	FIRST GIVEN NAME INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME ARCOR WINDOWS & DOORS INC.
25	OTHER CHANGE	
26	REASON/	
27	DESCRIPTION	
28		
02/	DATE OF BIRTH	FIRST GIVEN NAME INITIAL SURNAME
05	DEBTOR/	
03/	TRANSFeree	BUSINESS NAME
06		
04/07	ADDRESS	ONTARIO CORPORATION NO.
29	ASSIGNOR	
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	
09	ADDRESS	
	COLLATERAL CLASSIFICATION	
	CONSUMER	MOTOR VEHICLE
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	DATE OF NO FIXED AMOUNT MATURITY OR MATURITY DATE
10	YEAR MAKE	MODEL V.I.N.
11	MOTOR	
12	VEHICLE	
13	GENERAL	
14	COLLATERAL	
15	DESCRIPTION	
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154648.10

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

REPORT : PSSR060
PAGE : 7
(5798)

163

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ARCOR WINDOWS & DOORS INC.
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
690246963

01 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20130912 1935 1531 6041 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS 1 SUMMERLEA ROAD BRAMPTON ON L6T 4V2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / ROYAL BANK OF CANADA
09 LIEN CLAIMANT

09 ADDRESS 36 YORK MILLS ROAD 4TH FLR TORONTO ON M2P 0A4

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

11 YEAR MAKE MODEL V.I.N.
12 MOTOR VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS
17 AGENT

17 ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Mackitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154648.10

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

REPORT : PSSR060
PAGE : 8
(5799)

164

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ARCOR WINDOWS & DOORS INC.
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADYON FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20180815 1930 1531 8418	
21	RECORD REFERENCED	FILE NUMBER	690246963		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	ARCOR WINDOWS & DOORS INC.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNER				
09	ADDRESS				
10	COLLATERAL CLASSIFICATION				
11	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
12	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
13	YEAR	MAKE	MODEL	V.I.N.	
14	MOTOR				
15	VEHICLE				
16	GENERAL				
17	COLLATERAL				
18	DESCRIPTION				
19	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
20	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154648.10

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

REPORT : PSSR060
PAGE : 9
(5800)

165

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ARCOR WINDOWS & DOORS INC.
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
651680775

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20090224 1307 8075 2068	P PPSA	13

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ARCOR WINDOWS & DOORS INC.

ONTARIO CORPORATION NO.

ADDRESS

55 INNOVATION DRIVE

FLAMBOROUGH

ON

L9H 7L8

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /
LIEN CLAIMANT

BUSINESS DEVELOPMENT BANK OF CANADA

ADDRESS

1243 ISLINGTON AVENUE, SUITE 1001

ETOBICOKE

ON

M8X 1Y9

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO. FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

X

X

X

X

X

YEAR MAKE

MODEL

V.I.N.

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING
AGENT

CHAITONS LLP/K.HO

ADDRESS

185 SHEPPARD AVENUE WEST

TORONTO

ON

M2N 1M9

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

Barbara Luckett

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crjfu 08/2019)

Ontario



RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154648.10

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

REPORT : PSSR060
PAGE : 10
(5801)

166

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ARCOR WINDOWS & DOORS INC.
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE PAGES SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20161012 1048 1590 8480	
21	RECORD REFERENCED	FILE NUMBER 651680775		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME ARCOR WINDOWS & DOORS INC.		
25	OTHER CHANGE REASON/ DESCRIPTION			
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
03/ 06	TRANSFEREE	BUSINESS NAME		
04/07	ADDRESS			ONTARIO CORPORATION NO.
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
11	MOTOR	YEAR MAKE	MODEL	V.I.N.
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT OR	CHAITONS LLP (51559 NB)		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS 5000 YONGE STREET, 10TH FLOOR	TORONTO	ON M2N 7E9

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(cr)2tu 06/2019

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154648.10

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

REPORT : PSSR060
PAGE : 11
(5802)

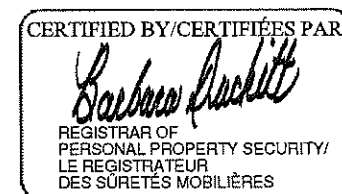
167

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ARCOR WINDOWS & DOORS INC.
FILE CURRENCY : 08FEB 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.


FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
758233539	20191204 1014 1862 3695			
755105562	20190904 1619 6083 4790			
691046046	20131011 1646 1862 6497	20140211 1947 1531 3198	20190912 1034 1529 0758	
690246963	20130912 1935 1531 6041	20180815 1930 1531 8418		
651680775	20090224 1307 8075 2068	20161012 1048 1590 8480		

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



(crj5 06/2019)

This is **Exhibit "M"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154652.18

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

REPORT : PSSR060
PAGE : 1
(5833)

169

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : N.A.P. WINDOWS & DOORS LTD.

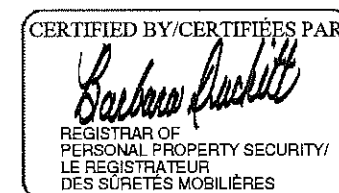
FILE CURRENCY : 08FEB 2021

ENQUIRY NUMBER 20210209154652.18 CONTAINS 10 PAGE(S), 3 FAMILY(IES).

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

CYBERBAHN, A THOMSON REUTERS BUSINESS
333 BAY STREET, STE. 400
TORONTO ON M5H 2R2

CONTINUED... 2



(crfj5 06/2019)

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154652.18

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

REPORT : PSSR060
PAGE : 2
(5834)

170

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : N.A.P. WINDOWS & DOORS LTD.
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
691046028

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	002		20131011 1646 1862 6496	F PPSA	6

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

N.A.P. WINDOWS & DOORS LTD.

ONTARIO CORPORATION NO.

ADDRESS

2150 ENTERPRISE WAY

KELOWNA

BC

V1Y 6H7

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

N.A.P. WINDOWS & DOORS LTD.

ONTARIO CORPORATION NO.

ADDRESS

26TH FLOOR, TD TOWER, 700 WEST GEORGIA S VANCOUVER

BC

V7Y 1B3

SECURED PARTY /
LIEN CLAIMANT

ROYAL BANK OF CANADA

ADDRESS

260 EAST BEAVER CREEK ROAD, GROUND FLOOR RICHMOND HILL

ON

L4B 3M3

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY OR

MATURITY DATE

X

X

X

X

X

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

BLANEY MCMURTRY LLP (JPAPADAKIS)

ADDRESS

2 QUEEN STREET EAST, SUITE 1500

TORONTO

ON

M5C 3G5

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

CONTINUED...

3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Puckett
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cjjf1fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154652.18

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

REPORT : PSSR060
PAGE : 3
(5835)

171

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : N.A.P. WINDOWS & DOORS LTD.
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
691046028

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	002		20131011 1646 1862 6496		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

TREET

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

V.I.N.

MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING
AGENT

ADDRESS

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crl1fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154652.10

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

REPORT : PSSR060
PAGE : 4
(5036)

172

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : N.A.P. WINDOWS & DOORS LTD.
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20140211 1947 1531 3199	
21	RECORD REFERENCED	FILE NUMBER	691046028		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	N.A.P. WINDOWS & DOORS LTD.		
25	OTHER CHANGE				
26	REASON/ DESCRIPTION	AMEND SECURED PARTY ADDRESS FROM 260 EAST BEAVER CREEK ROAD, GROUND FLOOR, RICHMOND HILL, ON L4B 3M3 TO 36 YORK MILLS ROAD, 4TH FLOOR, TORONTO, ON, M2P 0A4			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05/	DEBTOR/ TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ROYAL BANK OF CANADA				
09	ADDRESS	36 YORK MILLS ROAD 4TH FLR	TORONTO	ON	M2P 0A4
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE		DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj2tu 08/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154652.18

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

REPORT : PSSR060
PAGE : 5
(5837)

173

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : N.A.P. WINDOWS & DOORS LTD.
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
		SCHEDULE NUMBER UNDER
01	01	001
21	FILE NUMBER	691046028
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED
23	REFERENCE	FIRST GIVEN NAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME
25	OTHER CHANGE	REASON/ DESCRIPTION
02/	DATE OF BIRTH	FIRST GIVEN NAME
05	DEBTOR/ TRANSFEREE	BUSINESS NAME
06		ONTARIO CORPORATION NO.
04/07	ADDRESS	
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08		ADDRESS
09	COLLATERAL CLASSIFICATION	CONSUMER
10	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER
11	MOTOR	VEHICLE
12	VEHICLE	GENERAL
13	GENERAL	COLLATERAL
14	COLLATERAL	DESCRIPTION
15	DESCRIPTION	REGISTERING AGENT OR
16	REGISTERING AGENT OR	SECURED PARTY/ LIEN CLAIMANT
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS

CANADIAN SECURITIES REGISTRATION SYSTEMS
4126 NORLAND AVENUE
BURNABY
BC
V5G 3S8

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

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)2fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154652.18

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

REPORT : PSSR060
PAGE : 6
(5838)

174

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : N.A.P. WINDOWS & DOORS LTD.
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
690244659

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20130912 1935 1531 5810	P PPSA	5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME N.A.P. WINDOWS & DOORS LTD.

ADDRESS 1 SUMMERLEA ROAD BRAMPTON ON L6T 4V2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / ROYAL BANK OF CANADA

LIEN CLAIMANT ADDRESS 36 YORK MILLS ROAD 4TH FLR TORONTO ON M2P 0A4

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

YEAR MAKE MODEL VIN

MOTOR VEHICLE

GENERAL
COLLATERAL
DESCRIPTION

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR

Barbara Pashitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crtfu 05/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154652.18

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

REPORT : PSSR060
PAGE : 7
(5839)

175

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : N.A.P. WINDOWS & DOORS LTD.
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20180815 1930 1531 8417
21	RECORD FILE NUMBER	690244659	
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED
23	REFERENCE	FIRST GIVEN NAME	INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	N.A.P. WINDOWS & DOORS LTD.
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		
28			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05	DEBTOR/		
03/	TRANSFeree	BUSINESS NAME	
06			
04/07	ADDRESS		ONTARIO CORPORATION NO.
29	ASSIGNOR		
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE		
09	ADDRESS		
10	COLLATERAL CLASSIFICATION		
11	CONSUMER	MOTOR VEHICLE	DATE OF
12	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED	AMOUNT MATURITY OR
13	YEAR	MAKE	MODEL
14	MOTOR		V.I.N.
15	VEHICLE		
16	GENERAL		
17	COLLATERAL		
18	DESCRIPTION		
19	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS	
20	SECURED PARTY/	ADDRESS	4126 NORLAND AVENUE BURNABY BC V5G 3S8
21	LIEN CLAIMANT		

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Rachitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154652.18

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

REPORT : PSSR060
PAGE : 8
(5840)

176

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : N.A.P. WINDOWS & DOORS LTD.
FILE CURRENCY : 08FEB 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
651681063

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20090224 1331 8075 2069	P PPSA	13

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

N.A.P. WINDOWS & DOORS LTD.

ONTARIO CORPORATION NO.

ADDRESS

2150 ENTERPRISE WAY

KELOWNA

BC

V1Y 6H7

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR
NAME

BUSINESS NAME

N.A.P. WINDOWS & DOORS LTD.

ONTARIO CORPORATION NO.

ADDRESS

26TH FLR, TD TWR, 700 WEST GEORGIA ST

VANCOUVER

BC

V7Y 1B3

SECURED PARTY /
LIEN CLAIMANT

BUSINESS DEVELOPMENT BANK OF CANADA

ADDRESS

1243 ISLINGTON AVENUE, SUITE 1001

ETOBICOKE

ON

M8X 1Y9

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO. FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY OR

MATURITY DATE

X

X

X

X

X

YEAR MAKE

MODEL

V.I.N.

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING
AGENT

CHAITONS LLP/K.HO

ADDRESS

185 SHEPPARD AVENUE WEST

TORONTO

ON

M2N 1M9

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

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR

Barbara Luckitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)

Ontario 

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154652.18

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

REPORT : PSSR060
PAGE : 9
(5841)

177

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : N.A.P. WINDOWS & DOORS LTD.
FILE CURRENCY : 08FEB 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20161012 1048 1590 8482	
21	RECORD REFERENCES	FILE NUMBER	651681063		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	N.A.P. WINDOWS & DOORS LTD.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/ 05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/ 06	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08 09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CHAITONS LLP (51559 NB)			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	5000 YONGE STREET, 10TH FLOOR	TORONTO	ON M2N 7E9

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
Barbara Luckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

RUN NUMBER : 040
RUN DATE : 2021/02/09
ID : 20210209154652.18

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

REPORT : PSSR060
PAGE : 10
(5842)

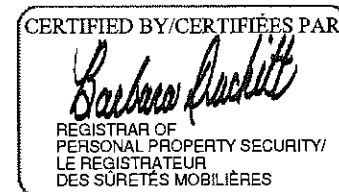
178

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : N.A.P. WINDOWS & DOORS LTD.
FILE CURRENCY : 08FEB 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.


FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
691046028	20131011 1646 1862 6496	20140211 1947 1531 3199	20190912 1034 1529 0759	
690244659	20130912 1935 1531 5810	20180815 1930 1531 8417		
651681063	20090224 1331 8075 2069	20161012 1048 1590 8482		

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



(crf)5 06/2019)

This is **Exhibit "N"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits



MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL (416) 369-4124
E-MAIL kkallish@mindengross.com
FILE NUMBER 4113902

June 6, 2019

PERSONAL & CONFIDENTIAL
VIA REGISTERED MAIL AND ORDINARY MAIL

Aluminart Products Limited
1 Summerlea Road
Brampton, ON L6T 4V2
Attn: Cosimo Caccamo

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and Aluminart Products Limited ("Company")

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are no doubt aware, the indebtedness owing by the Company to the Bank is repayable on demand. We have been advised by the Bank that as at June 4, 2019 the Company is indebted to it in the following amounts:

1. in respect of a revolving demand facility, in the amount of CDN \$3,976,069.17, comprising principal in the amount of CDN \$3,973,022 and accrued interest to and including June 4, 2019 in the amount of CDN \$3,047.17. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is CDN \$511.59;
2. in respect of a revolving demand facility, in the amount of USD \$106,837.05, comprising principal in the amount of USD \$106,665.07 and accrued interest to and including June 4, 2019 in the amount of USD \$171.98. Interest continues to accrue on the aforesaid principal amount at the Bank's US base rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current US base rate, is USD \$19.73; and
3. in respect of Visa account numbers 4516 0500 0563 9699, 4516 0500 0563 9723, 4516 0500 0627 3332, 4516 0500 0681 7971 and 4516 0550 0772 0772 in the amounts of CDN \$775.59, \$62.75, \$1,296.14, \$11,176.52 and \$3,537.28, respectively, as at June 4, 2019. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we

hereby formally make demand upon the Company for the payment by no later than June 17, 2019 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 17, 2019 without further notice to you if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We further advise you that the Bank reserves its rights to cancel, at any time, your Visa card privileges in respect of account numbers 4515 0500 0563 9665, 4516 0500 0563 9699, 4516 0500 0563 9723, 4516 0500 0627 3332, 4516 0500 0681 7971 and 4516 0550 0272 0772.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitors.

Yours truly,
MINDEN GROSS LLP
Per:

Kenneth L. Kallish*

KLK/th
Enc.

cc Royal Bank of Canada – Attn: B. Fick, Sr. Manager – Special Loans and Advisory Services

*Partner through Professional Corporation

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: ALUMINART PRODUCTS LIMITED, an insolvent person

TAKE NOTICE THAT:

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

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated October 22, 2013.
3. The total amount of indebtedness secured by the security as at June 4, 2019 is CDN \$3,992,917.45 and USD \$106,837.05, respectively, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 6th day of June, 2019.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per:



Kenneth L. Kallish



MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL (416) 369-4124
E-MAIL kkallish@mindengross.com
FILE NUMBER 4113902

June 6, 2019

PERSONAL & CONFIDENTIAL
VIA REGISTERED MAIL AND ORDINARY MAIL

N.A.P. Windows & Doors Ltd. 1 Summerlea Road Brampton, ON L6T 4V2 Attn: Cosimo Caccamo	N.A.P. Windows & Doors Ltd. 725 Granville Street Suite 400. PO Box 10325 Vancouver, BC V7Y 1G5 Attn: Cosimo Caccamo
---	---

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and Aluminart Products Limited ("Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated October 22, 2013 limited to the sum of \$4,000,000.

As at June 4, 2019, the Company is indebted to the Bank in the following amounts:

1. in respect of a revolving demand facility, in the amount of CDN \$3,976,069.17, comprising principal in the amount of CDN \$3,973,022 and accrued interest to and including June 4, 2019 in the amount of CDN \$3,047.17. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is CDN \$511.59;
2. in respect of a revolving demand facility, in the amount of USD \$106,837.05, comprising principal in the amount of USD \$106,665.07 and accrued interest to and including June 4, 2019 in the amount of USD \$171.98. Interest continues to accrue on the aforesaid principal amount at the Bank's US base rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current US base rate, is USD \$19.73; and
3. in respect of Visa account numbers 4516 0500 0563 9699, 4516 0500 0563 9723, 4516 0500 0627 3332, 4516 0500 0681 7971 and 4516 0550 0772 0772 in the amounts of CDN \$775.59, \$62.75, \$1,296.14, \$11,176.52 and \$3,537.28, respectively, as at June 4, 2019. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.



On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than June 17, 2019 of the sum of \$4,000,000 plus interest accruing under your guarantee and postponement of claim from the date hereof up until the date of payment in full and the legal fees on a scale as between a solicitor and his own client incurred by the Bank in connection with the collection of the amounts referred to above.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 17, 2019 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

MINDEN GROSS LLP

Per:


Kenneth L. Kallish*

KLK/th
Enc.

cc Royal Bank of Canada – Attn: B. Fick, Sr. Manager – Special Loans and Advisory Services

*Partner through Professional Corporation

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: N.A.P. WINDOWS & DOORS LTD., an insolvent person

TAKE NOTICE THAT:

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

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.

2. The security that is to be enforced is in the form of a General Security Agreement dated October 22, 2013.
3. The total amount of indebtedness secured by the security as at June 4, 2019 is \$4,000,000, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 6th day of June, 2019.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per:


Kenneth L. Kallish



MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com

DIRECT DIAL (416) 369-4124
E-MAIL kkallish@mindengross.com
FILE NUMBER 4113902

June 6, 2019

PERSONAL & CONFIDENTIAL
VIA REGISTERED MAIL AND ORDINARY MAIL

Arcor Windows & Doors Inc.
1 Summerlea Road
Brampton, ON L6T 4V2
Attn: Cosimo Caccamo

Dear Sirs:

Re: Royal Bank of Canada ("Bank") and Aluminart Products Limited ("Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated October 22, 2013 limited to the sum of \$4,000,000.

As at June 4, 2019, the Company is indebted to the Bank in the following amounts:

1. in respect of a revolving demand facility, in the amount of CDN \$3,976,069.17, comprising principal in the amount of CDN \$3,973,022 and accrued interest to and including June 4, 2019 in the amount of CDN \$3,047.17. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is CDN \$511.59;
2. in respect of a revolving demand facility, in the amount of USD \$106,837.05, comprising principal in the amount of USD \$106,665.07 and accrued interest to and including June 4, 2019 in the amount of USD \$171.98. Interest continues to accrue on the aforesaid principal amount at the Bank's US base rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current US base rate, is USD \$19.73; and
3. in respect of Visa account numbers 4516 0500 0563 9699, 4516 0500 0563 9723, 4516 0500 0627 3332, 4516 0500 0681 7971 and 4516 0550 0772 0772 in the amounts of CDN \$775.59, \$62.75, \$1,296.14, \$11,176.52 and \$3,537.28, respectively, as at June 4, 2019. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.



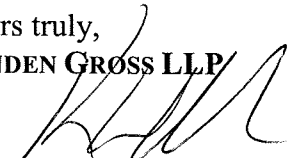
On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than June 17, 2019 of the sum of \$4,000,000 plus interest accruing under your guarantee and postponement of claim from the date hereof up until the date of payment in full and the legal fees on a scale as between a solicitor and his own client incurred by the Bank in connection with the collection of the amounts referred to above.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to June 17, 2019 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per: 
Kenneth L. Kallish*

KLK/th
Enc.

cc Royal Bank of Canada – Attn: B. Fick, Sr. Manager – Special Loans and Advisory Services

*Partner through Professional Corporation

#3715326 v1 | 4113902

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: ARCOR WINDOWS & DOORS INC., an insolvent person

TAKE NOTICE THAT:

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

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated October 22, 2013.
3. The total amount of indebtedness secured by the security as at June 4, 2019 is \$4,000,000, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.


DATED at Toronto this 6th day of June, 2019.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per:


Kenneth L. Kallish

This is **Exhibit "O"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

FORBEARANCE AGREEMENT

THIS AGREEMENT made as of the 17th day of July, 2019.

AMONG:

ROYAL BANK OF CANADA
(hereinafter referred to as the "Bank")

- and -

ALUMINART PRODUCTS LIMITED
(hereinafter referred to as "Borrower")

- and -

ARCOR WINDOWS & DOORS INC.
(hereinafter referred to as the "Arcor")

- and -

N.A.P. WINDOWS & DOORS INC.
(hereinafter referred to as "NAP")

WHEREAS:

1. the Bank has made available certain Credit Facilities to the Borrower on the terms and conditions established under the Loan Agreement;
2. as a result of significant losses incurred by the Borrower and other concerns of the Bank relating to the financial condition of the Borrower, on June 6, 2019, the Bank demanded repayment of the Indebtedness, and issued to the Borrower an NOI Notice;
3. on June 6, 2019 the Bank made demand upon Arcor in respect of its guarantee of the Indebtedness, and issued to Arcor an NOI Notice;
4. on June 6, 2019 the Bank made demand upon NAP in respect of its guarantee of the Indebtedness, and issued to NAP an NOI Notice;
5. each of the Borrower and Guarantors have advised the Bank that they are in the process of negotiating with various parties to secure financing and/or equity injections in order to repay the Indebtedness to the Bank;

6. each of the Borrower and Guarantors have requested that the Bank forbear from enforcing its rights and remedies under the Security so as to provide them with the opportunity to secure the aforesaid financing and/or equity injections; and
7. as an inducement to the Bank agreeing to so forbear, the Borrower and Guarantors have each agreed to enter into this Agreement and to comply with the terms and provisions contained herein, including, without limitation, the terms and provisions of the repayment plan set forth in Article 5 hereto.

NOW THEREFORE in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

ARTICLE 1 **INTERPRETATION**

1.01 Definitions: Unless otherwise specifically defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Loan Agreement. The following terms shall have the following meanings:

- (a) "Assets" means all of the real and personal property, tangible or intangible and undertakings of the Borrower and Guarantors in respect of which the Bank holds Security;
- (b) "BIA" means the *Bankruptcy and Insolvency Act* (Canada);
- (c) "British Columbia Business Premises" means the property municipally known as B1 – 8775 Jim Bailey Crescent, Kelowna, British Columbia;
- (d) "Business Day" means a day other than a Saturday, Sunday, statutory holiday in the Province of Ontario, or any other day on which the Schedule 1 Canadian Chartered Banks located in the City of Toronto are not open for business during normal banking hours;
- (e) "Business Premises" means collectively, the Ontario Business Premises and British Columbia Business Premises;
- (f) "Credit Facilities" means the credit facilities established by the Bank in favour of the Borrower pursuant to the Loan Agreement;
- (g) "Event of Default" means the occurrence of any one or more of the events set forth in Article 9 of this Agreement;
- (h) "Guarantees" mean the Guarantees and Postponements of Claim executed and delivered to and in favour of the Bank by the Guarantors listed in Schedule "A" attached hereto, and "Guarantee" means the Guarantee delivered by a Guarantor;

- (i) **"Guarantors"** means collectively, Arcor and NAP, and **"Guarantor"** means any one of them;
- (j) **"Indebtedness"** means the amounts set forth in section 2.01 and 2.02;
- (k) **"Leases"** means the leases of the Business Premises;
- (l) **"Loan Agreement"** means the Confirmation of Credit Facilities letter dated December 6, 2017, as amended, revised, restated, replaced and supplemented from time to time;
- (m) **"NOI Notices"** means collectively, the Notices of Intention to Enforce Security delivered to the Borrower and Guarantors by the Bank pursuant to Section 244(1) of the BIA;
- (n) **"Ontario Business Premises"** means the property municipally known as 1 Summerlea Road, Brampton, Ontario;
- (o) **"Parties"** means any one or more of the parties referred to in this Agreement, as the context may require;
- (p) **"Prime Rate"** means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada;
- (q) **"Priority Payable Arrears"** shall have the meaning ascribed thereto in subsection 7.01(d);
- (r) **"Priority Payables"** shall have the meaning ascribed thereto in subsection 6.01(k);
- (s) **"Priority Payable Authorizations"** shall have the meaning ascribed thereto in subsection 6.01(k); and
- (t) **"Security"** means collectively, all of the security delivered by the Borrower, the Guarantors or any other person, to the Bank as security for the Indebtedness and obligations of the Borrower to the Bank pursuant to the Loan Agreement, or otherwise, or that may be delivered by the Borrower, or any other person, to the Bank to secure the Indebtedness and obligations of the Borrower to the Bank including, without limitation, the Security listed in Schedule "B" attached hereto.

ARTICLE 2

CREDIT FACILITIES

2.01 Acknowledgement of Indebtedness: The Borrower and Guarantors acknowledge that, as at July 22, 2019, the Borrower is indebted to the Bank:

- (a) in respect of a revolving demand facility, in the amount of CDN \$3,856,031.16, comprising principal in the amount of CDN \$3,843,022 and accrued interest to and including July 22, 2019 in the amount of CDN \$13,009.16. Interest continues to accrue

on the aforesaid principal amount at the Bank's prime rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is CDN \$494.85;

- (b) in respect of a revolving demand facility, in the amount of USD \$167,295.37, comprising principal in the amount of USD \$166,665.07 and accrued interest to and including July 22, 2019 in the amount of USD \$630.30. Interest continues to accrue on the aforesaid principal amount at the Bank's US base rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current US base rate, is USD \$30.82; and
- (c) in respect of Visa account numbers 4516 0500 0563 9699, 4516 0500 0563 9723, 4516 0500 0627 3332, 4516 0500 0681 7971 and 4516 0550 0772 0772 in the aggregate amount of CDN \$9,788.76, respectively, as at July 22, 2019. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

2.02 Interest, Etc.: The Borrower and Guarantors acknowledge that interest on the amounts set forth in section 2.01 above, as well as all costs, fees, expenses and other monies incurred by the Bank in connection with the Security, the Indebtedness, the collection of the Indebtedness, any appraisals and investigation of the Assets, the enforcement of the Security, the negotiation, preparation and enforcement of this Agreement and any amendments hereto, and the disbursements and full amount of all legal and other professional fees, incurred by the Bank in connection with all of the same shall be added to and are deemed to form part of the Indebtedness.

ARTICLE 3 **ACKNOWLEDGEMENTS**

3.01 Acknowledgements by the Borrower: The Borrower hereby confirms and acknowledges to the Bank that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Indebtedness is due and owing to the Bank and the Borrower has no right or claim of set-off, counter-claim, damages or any similar right or claim against the Bank in connection with the Indebtedness;
- (c) the Bank had the right to demand repayment of the Indebtedness and the right, as at the date hereof, to enforce the Security as the 10 day periods set out in the NOI Notices have expired;
- (d) the Security is, and any other security delivered by the Borrower, or any other person, to the Bank to secure the Indebtedness after the date hereof will be, in full force and effect, constitute legal, valid and binding obligations of the Borrower, or the person granting such security, enforceable against the Borrower, and the person granting the security,

and the Borrower hereby waives and agrees not to assert or cause to be asserted on its behalf, and is hereby estopped from asserting or causing to be asserted on its behalf, any defences or rights with respect to the legal effect of the Security or the legality, validity or binding effect of the obligations of the Borrower thereunder and the enforceability of same;

- (e) except as provided for in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the Borrower a written waiver of any such rights; and
- (f) the Borrower has been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and has done so.

3.02 Acknowledgements by the Guarantors: The Guarantors hereby acknowledge and confirm that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Bank had the right to demand repayment of the Indebtedness and the right, as at the date hereof, to enforce the Security as the 10 day periods set out in the NOI Notices have expired;
- (c) the Indebtedness is due and owing to the Bank and the Borrower has no right or claim of set-off or any similar right or claim against the Bank in connection with the Indebtedness;
- (d) the Security is, and any other security delivered by the Borrower, or any other person, to the Bank, including any of the Guarantors, to secure the Indebtedness after the date hereof, will be in full force and effect, constitute legal, valid and binding obligations of the Borrower, or the person granting such Security, and any other security delivered by the Borrower, or any other person, will be enforceable against the Borrower, and the person granting such Security, and the Guarantors hereby waive and agree not to assert or cause to be asserted on behalf of any of them, and are hereby estopped from asserting or causing to be asserted on behalf of any of them, any defences or rights in relation to any matter, cause or thing whatsoever existing to the date hereof with respect to the legal effect of the Security or the legality, validity or binding effect of the obligations of the Borrower thereunder and the enforceability of same;
- (e) there is no dispute respecting the liability of the Guarantors in connection with the Indebtedness and the obligations of the Guarantors to repay the Indebtedness according to the provisions of the Guarantee delivered by a Guarantor;

- (f) the Guarantee delivered by a Guarantor is in full force and effect, constitutes legal, valid and binding obligations of the Guarantor, is enforceable against the Guarantor and the Guarantor hereby waives and agrees not to assert or cause to be asserted on its behalf, and is hereby estopped from asserting or causing to be asserted on its behalf, any defences or rights with respect to the legal effect of the Guarantees or the legality, validity or binding effect of the obligations of the Guarantor thereunder and the enforceability of same;
- (g) they consent to the Borrower entering into this Agreement;
- (h) notwithstanding the terms of the Guarantees, the Security, the Loan Agreement, this Agreement, or of any other agreement, whether written or oral, between the Bank, the Borrower and Guarantors, the Bank shall be entitled to rely upon the Guarantees in respect of any amounts comprising the Indebtedness;
- (i) except as provided in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the Borrower or applicable Guarantor a written waiver of any such rights following the date hereof; and
- (j) the Guarantors have been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and have done so.

3.03 Tolling Provisions:

- (a) As of the date hereof and continuing until the termination of the Forbearance Period and thereafter until the termination of the tolling arrangements hereof in the manner provided for at paragraph 3.03(b) and whether or not demand for payment or NOI Notices have previously been delivered by the Bank in respect of all of the Indebtedness, the Bank, the Borrower and all Guarantors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the Indebtedness, the Security, and any entitlements arising from the Indebtedness or the Security and any other related matters, and each of the parties confirms that this agreement is intended to be an agreement to suspend or extend the basic limitation period, provided by Section 4 of the *Limitations Act*, 2002 (Ontario) as well as the ultimate limitation period provided by Section 15 of the *Limitations Act*, 2002 (Ontario) in accordance with the provisions of Section 22(2) of the *Limitations Act*, 2002 (Ontario) and as a business agreement in accordance with the provisions of Section 22(5) of the *Limitations Act*, 2002 (Ontario) and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such application statute of limitations, contractual limitations, or any time related doctrine including waiver, estoppel or laches; and

- (b) The tolling provisions of this Forbearance Agreement will terminate upon any party providing the others with 60 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 60 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Indebtedness, the Security or any entitlements arising from the Indebtedness or the Security and any other related matters, will recommence running as of the effective date of such notice, and for greater certainty the time during which the limitation period is suspended pursuant to the tolling provisions of this Forbearance Agreement shall not be included in the computation of any limitation period.

ARTICLE 4 **WAIVER AND RELEASE**

- 4.01 Waiver and Release:** The Borrower and Guarantors hereby acknowledge and agree that the Bank's administration of the Credit Facilities, and its conduct and actions in dealing with the Borrower and Guarantors, have been fair and reasonable and hereby waive and agree not to assert or cause to be asserted on behalf of any of them, and are hereby estopped from asserting or causing to be asserted on behalf of any of them, any defences, rights or claims on any grounds whatsoever with respect to such administration, conduct, action and dealings, and hereby absolutely, unconditionally and irrevocably release and remise the Bank (and its present and former, affiliates, subsidiaries, divisions, predecessors, directors, officers, employees, agents and other representatives and their successors and assigns) of and from any and all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any other claims, counterclaims, defences, rights of set-off, demands and liabilities of any nature and kind whatsoever, known or unknown, both at law and in equity that the Borrower or Guarantors or any of their successors, assigns, or other legal representatives may now or hereafter have against the Bank. Further, in executing and delivering this Agreement, the Borrower and Guarantors hereby acknowledge and agree that they are acting freely and without duress and that this release may be pleaded as a full and complete defence and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of that release and that no fact, event, circumstance, evidence or transaction which could now be asserted or which may later be discovered will affect in any manner the final, absolute and unconditional nature of this release.

The Borrower and Guarantors hereby further acknowledge and agree that they waive any and all rights they may have to assess any of the legal, agent or consulting fees previously paid or payable by the Bank to its solicitors or payable to its solicitors in the future in connection with or in any way related to the negotiation, preparation and enforcement of this Agreement and any amendments hereto, the collection of the Indebtedness and the enforcement of the Security, whether such right of assessment arises pursuant to the *Solicitors Act* (Ontario) or under any other law or statute.

ARTICLE 5
FORBEARANCE

5.01 Implementation: The Borrower and Guarantors hereby covenant and agree to and with the Bank that: (i) they shall, and each shall ensure that the other, honours and fulfils the terms and provisions of the Reporting and Repayment Plan set forth in this Article 5; and (ii) the Indebtedness shall be repaid by no later than October 17, 2019;

5.02 Forbearance Period: Subject to the terms and conditions of this Agreement, the Bank agrees that it will forbear from the exercise of its rights and remedies against the Borrower and Guarantors in respect of the Indebtedness for the period of time ("**Forbearance Period**") commencing with the execution and delivery of this Agreement until the earlier of:

- (a) October 17, 2019; or
- (b) the Bank becomes aware of an Event of Default that occurred prior to the date hereof that was not disclosed to it by the Borrower; or
- (c) the occurrence of an Event of Default following the date hereof.

The Borrower and Guarantors acknowledge that the Bank shall have no obligation to continue to forbear after the expiration of the Forbearance Period, and that the Indebtedness as reduced hereunder shall become due and payable on October 17, 2019.

5.03 Forbearance Fee: A forbearance fee in the sum of \$2,500 (the "**Forbearance Fee**") shall be paid to the Bank in consideration for the Bank's agreement to forbear as set out herein and to compensate the Bank for the time and expense incurred, and to be incurred, by it in connection with the administration of the Credit Facilities during the Forbearance Period and such Forbearance Fee is deemed to have been earned by the Bank upon the execution and delivery of this Agreement. The Forbearance Fee shall be and is hereby deemed to form part of the Indebtedness and secured by the Security. The Forbearance Fee shall be payable by the Borrower immediately upon its execution and delivery of this Agreement to the Bank, and in respect of same, the Bank shall be entitled to debit the account of the Borrower in the amount of \$2,500.

5.04 Servicing and Reduction of the Indebtedness: Notwithstanding any other provisions of this Agreement, the Borrower shall honour all payment obligations in accordance with the provisions of the Loan Agreement and cause the Indebtedness to be permanently reduced as follows:

- (a) pay to the Bank the proceeds from all sales, transfers or other disposition of the Assets, or any portion thereof, outside of the ordinary course of the Borrower's business, shall be paid directly to the Bank to permanently reduce the Indebtedness.

Notwithstanding any of the foregoing, the Bank reserves the right to apply the monies received under section 5.04 against the Indebtedness in such manner as it determines in its sole and absolute discretion.

ARTICLE 6
COVENANTS

6.01 The Borrower and Guarantors hereby jointly and severally covenant and agree with the Bank as follows:

- (a) **Maintain Corporate Status:** The Borrower and Guarantors shall maintain their corporate existence as valid and subsisting corporate entities;
- (b) **No Additional Shares:** The Borrower and Guarantors shall not issue any additional shares from treasury, or permit any of their shares to be transferred or redeemed except with the prior written consent of the Bank;
- (c) **No Corporate Changes:** The Borrower and Guarantors shall not merge, amalgamate or consolidate with any other corporation except with the prior written consent of the Bank;
- (d) **No Further Obligations:** The Borrower and Guarantors shall not incur or become liable for any borrowed money, or for the purchase price of assets, obligations and leases (except in the ordinary course of business in accordance with past practice), obligations under letters of credit or guarantees or indemnities, obligations given pursuant to bankers' acceptances or indemnities in connection therewith, or any contingent obligation, including, without limitation, guarantees, endorsements or bills of exchange, obligations to purchase assets (except in the ordinary course of business in accordance with past practice) and obligations to make advances or otherwise provide financial assistance to any other entity without the prior written consent of the Bank, provided however that nothing herein shall preclude the Borrower or Guarantors from incurring and becoming liable for borrowed money provided the same is used by the Borrower and Guarantors to repay the Indebtedness in accordance with and pursuant to this Agreement;
- (e) **Notice of Proceedings:** The Borrower and Guarantors shall deliver to the Bank prompt notice of any dispute, litigation, arbitration or administrative proceedings affecting any of their Assets that is before or of any court, arbitration, tribunal or governmental authority;
- (f) **No Agreements:** Except as expressly permitted herein, the Borrower and Guarantors shall not enter into any agreement or employ any strategy, either directly or indirectly, which would affect the ranking of the Security, encumber, restrict or otherwise impair their Assets or the marketability thereof and the Borrower shall work diligently toward the overall implementation of this Agreement.
- (g) **No Further Security:** The Borrower and Guarantors shall not grant, execute or deliver any security interests, mortgages, hypothecs, liens, charges, pledges or other encumbrances whatsoever to any person, firm, corporation or other legal entity without the prior written consent of the Bank; however, nothing herein shall preclude the Borrower or Guarantors from granting security against their Assets provided the same is

delivered to secure borrowed money that is used by the Borrower and Guarantors to repay the Indebtedness in accordance with and pursuant to this Agreement;

- (h) **Payment of Bonuses, Etc.:** The Borrower and Guarantors shall not, without the prior written consent of the Bank, incur any capital expenditures, or make any payments, whether directly or indirectly, to any of their shareholders, whether by way of dividends, capital dividends, redemption or retraction of shares, bonuses or otherwise, except for salaries in the ordinary course of business consistent with past practice.
- (i) **No Repayment to Related Persons:** Until the Indebtedness is repaid in full, there shall be no repayment of any amounts owing by any Borrower or Guarantors to any "related person" as such term is defined under the BIA, without the prior written consent of the Bank;
- (j) **Notice of Event of Default:** The Borrower and Guarantors shall give to the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;
- (k) **Statutory Remittances:** Save and except for the Priority Payable Arrears, the Borrower and Guarantors shall keep current all amounts owing by them to the Crown, including, without limitation, amounts owing under the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), the *Retail Sales Tax Act* (Ontario) and any other federal or provincial laws which could give rise to a claim against the Bank in priority to the Security held by the Bank against the Assets (as the case may be) (collectively, the "Priority Payables"). The Borrower and Guarantors hereby authorize and direct any entity having information in respect of the Priority Payables to release such information to the Bank or its agents to assist the Bank in evaluating the existence and extent of any indebtedness owing by the Borrower or Guarantors to such entity and the Borrower and Guarantors shall at the request of the Bank execute and deliver such authorizations and consents as the Bank may require in respect of same (the "Priority Payable Authorizations");
- (l) **No Movement of Assets:** The Assets shall not be moved or otherwise relocated from any premises where the Assets are now situate; and
- (m) **Bank Account:** The Borrower and Guarantors shall ensure that all monies generated by them in the course of their respective business operations are deposited into any account maintained by the Borrower at the Bank, and the Borrower shall only maintain accounts at the Bank;
- (n) **Compliance:** The Borrower and Guarantors shall comply, and each shall ensure that the other complies, in all respects with all terms and provisions of this Agreement, the Loan Agreement and the Security;
- (o) **Leases:** The Borrower and Guarantors shall ensure that they maintain the Leases and any and all other leases respecting premises upon which they carry on their business operations, or upon which the Assets, or any part thereof, may at any time be situate, in

good standing, including, without limitation the payment of rent (and all taxes and other charges payable as rent) when due under such leases;

- (p) **Environmental Compliance:** The Borrower and Guarantors shall comply with all applicable environmental laws respecting the ownership and operation of their businesses and keep in good standing all environmental permits required to operate their businesses;
- (q) **Account Debit Authorization:** The Borrower and Guarantors hereby authorize and direct the Bank to automatically debit, by mechanical, electronic or manual means, any account in any of their names for all amounts payable under this Agreement;
- (r) **Co-operation On Enforcement:** Should an Event of Default occur and the Bank exercises its rights and remedies under this Agreement, the Security or the Loan Agreement, the Borrower and Guarantors shall assist the Bank in the exercise of such rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets;
- (s) **Progress Reports:** The Borrower shall deliver to the Bank, and the Guarantors shall cause the Borrower to deliver to the Bank, on a monthly basis, commencing August 1, 2019, and on the first Business Day of each month thereafter, a report on the Borrower's progress in obtaining financing and/or equity injections, such reports to include copies of all loan applications, responses to loan applications, term sheets, commitments, letters of interest, and any other documents or information the Bank or its agents and representatives may request, detailing the Borrower's efforts to obtain financing and/or equity injections, such reports to be in form and substance satisfactory to the Bank; and
- (t) **Payment of Priority Payables:** The Borrower and Guarantors shall provide to the Bank, evidence satisfactory to the Bank in its sole and absolute discretion, that the Priority Payable Arrears have been paid on or before October 17, 2019. Contemporaneously with the repayment of the Indebtedness, each of the Borrower and Guarantors shall provide evidence to the Bank, in form and substance satisfactory to the Bank in its sole and absolute discretion, that all Priority Payables are current.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.01 Representations and Warranties: The Borrower and Guarantors represent and warrant to and in favour of the Bank and acknowledge that the Bank is relying upon such representations and warranties in entering into this Agreement as follows:

- (a) the Borrower and Arcor are corporations duly incorporated, organized and subsisting under the laws of the Province of Ontario, and NAP is a corporation duly incorporated, organized and subsisting under the laws of British Columbia;
- (b) the Borrower and Guarantors have all necessary power and authority and are duly qualified and hold all necessary licenses and/or registrations to carry on their respective

business as now conducted and to enter into and perform their respective obligations under this Agreement;

- (c) the execution, delivery and performance of this Agreement by the Borrower and Guarantors and the performance of their respective obligations hereunder:
 - (i) have been duly authorized by all necessary corporate actions;
 - (ii) do not conflict with or result in a breach or violation of or constitute a default under;
 - A. the constating documents or by-laws of the Borrower or Guarantors;
 - B. any law, rule, regulation, order, judgment, writ, injunction or decree applicable to the Borrower or Guarantors; and
 - C. any commitment, agreement or other instrument to which a Borrower is now a party or otherwise bound; and
 - (iii) does not require the consent or approval of any third party;
- (d) with the exception of \$188,400.06 owing by the Borrower to Canada Revenue Agency in respect of harmonized sales tax arrears owing under the *Excise Tax Act* as of the date hereof ("Priority Payable Arrears"), all amounts owing by the Borrower and Guarantors under the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), *Retail Sales Tax Act* (Ontario) and any other federal or provincial laws which could give rise to a claim against the Bank in priority to the Security, are current, including, without limitation, in respect of source deductions and harmonized sales tax and there are no amounts owing to Canada Revenue Agency, the Province of Ontario, or any other federal or provincial government agency or body that may give rise to the issuance of a third party requirement to pay or any similar such demand notice;
- (e) there is no matter, fact or event which is known to the Borrower or Guarantors that has not been disclosed to the Bank which constitutes an Event of Default or is likely to have a material adverse affect on the performance of their respective obligations under this Agreement, or have a material adverse affect on the Assets or the operations of the Borrower or Guarantors, and the Borrower and Guarantors have conducted such investigations as they consider reasonably necessary to make this representation and warranty;
- (f) no proceeding or action has been taken or commenced by any person against the Borrower or Guarantors in respect of any amounts owing by them to any person; and
- (g) the Leases, and any other lease to which the Borrower or any Guarantor is a party, remains in full force and effect, and neither the Borrower nor any Guarantor is in breach of any of its obligations or covenants thereunder.

- 7.02 **Non-Merger:** The representations and warranties set forth herein shall survive the execution and delivery of this Agreement, and shall continue in full force and effect until the repayment of the Indebtedness.

ARTICLE 8 **SECURITY**

- 8.01 **Security:** The Security shall continue to be held by the Bank hereunder.
- 8.02 **Cross Collateralization:** All Security held by the Bank shall be held as security for all Indebtedness. For greater certainty, the Borrower and Guarantors hereby acknowledge and agree that upon the occurrence of an Event of Default, the Bank shall be entitled to enforce its rights under the Security, or any part thereof, against the Assets, or any portion thereof, to the extent of the Indebtedness
- 8.03 **Access to Assets:** The Borrower and Guarantors shall provide access to the Bank or its agents during normal business hours, to enter upon any premises from which the Borrower or Guarantors carry on business and any property where the Assets are located to inspect the Assets or to have appraisals made of the Assets, and to examine and make copies of all books and records relating thereto including any books and records required by the Bank, its representatives or agents to confirm, among other things, that the Priority Payables are current. All costs in connection with such appraisals, testing and enquires shall form and are hereby deemed to form part of the Indebtedness.

ARTICLE 9 **DEFAULT**

- 9.01 **Events of Default:** Each of the following events shall constitute an Event of Default under this Agreement:
- (a) any default or failure in the observance or performance of any payment, covenant, obligation or agreement contained herein and/or under the Security and/or under the Loan Agreement by the Borrower and/or the Guarantors;
 - (b) the occurrence of any Event of Default under the Security and/or under the Loan Agreement;
 - (c) any representation, warranty or statement contained herein and/or in the Security and/or in the Loan Agreement which is or proves to be untrue or incorrect;
 - (d) the receipt by the Bank of a demand or requirement for payment from the Canada Revenue Agency, the Province of Ontario, or any other federal or provincial governmental agency or body, as a result of arrears of monies owing by the Borrower or the Guarantors which shall include, without limitation, on account of employee source deductions, harmonized sales tax, corporate tax, employee health tax, employee vacation pay, provincial pension contributions;

- (e) the Bank determining that a material adverse change has occurred in the financial condition, ownership structure or composition or operation of the Borrower or any Guarantor;
- (f) the Borrower or any Guarantor taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrower or any Guarantor in respect of the liquidation, dissolution or winding-up of the Borrower or any Guarantor, including, without limitation, any action or proceeding under the *Winding Up and Restructuring Act*, the *Business Corporations Act* (Ontario), or other similar legislation whether now or hereinafter in effect;
- (g) the Borrower or any Guarantor taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrower or any Guarantor relating to the reorganization, readjustment, compromise or settlement of the debts owed by the Borrower or any Guarantor to their creditors where such reorganization, readjustment, compromise or settlement affects a substantial portion of the Assets, including, without limitation, the filing of a notice of intention to make a proposal or the filing of a proposal pursuant to the provisions of the BIA, the making of an order under the *Companies Creditors Arrangements Act (Canada)* or the commencement of any similar action or proceeding by the Borrower or any Guarantor;
- (h) the Borrower or any Guarantor committing or threatening to commit any act of bankruptcy pursuant to or set out under the provisions of the BIA;
- (i) the filing of a Bankruptcy Application for a Bankruptcy Order against the Borrower or any Guarantor pursuant to the provisions of the BIA;
- (j) any execution, sequestration or other process of any court or other tribunal becoming enforceable against the Borrower or any Guarantor or a distress or analogous action or proceeding being taken, commenced or issued against the Borrower or any Guarantor or levied upon or in respect of the Assets or any part thereof, or any lien, trust claim or any other right or entitlement against or in respect of the Assets or any part thereof becoming effective, including, without limitation, a warrant of distress of any rent in respect of any premises occupied by the Borrower or any Guarantor or any premises in or upon which the Assets or any part thereof may at any time be situate; and
- (k) a receiver, receiver and manager, agent, liquidator or other similar administrator being appointed in respect of the Assets, or any part thereof, or the taking by a secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights of possession to the Assets or any part thereof.

9.02 Waiver: The Bank may waive in writing any Event of Default, in its sole and absolute discretion, but no such waiver shall constitute a waiver of any other Event of Default.

ARTICLE 10
REMEDIES ON DEFAULT

10.01 Enforcement: Upon the occurrence of an Event of Default:

- (a) the Bank may immediately terminate its agreement to forbear as set forth in section 5.02 hereof and shall be entitled to enforce all of its rights and remedies against the Borrower and Guarantors;
- (b) the Borrower and Guarantors shall assist the Bank in the exercise of its rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets, or any part thereof, and providing such assistance as is requested in the sale of same;
- (c) the Borrower and Guarantors hereby consent to the Bank immediately enforcing its rights under this Agreement, the Loan Agreement and the Security, including, without limitation, the appointment of a receiver or receiver and manager, by way of private appointment or on an application to the Superior Court of Justice (Ontario) (Commercial List), against the Assets, and shall execute such consents as the Bank requests, and if the Borrower or any Guarantor fails to execute such consent when requested to do so by the Bank, the agreement of the Borrower and Guarantors to do so herein shall be deemed to constitute the irrevocable consent of the Borrower and the Guarantors to the earlier enforcement by the Bank of the Security ;
- (d) the Borrower and Guarantors shall, immediately upon receipt from the Bank or its counsel of a Notice of Disposition pursuant to the provisions of subsection 63(4) of the *Personal Property Security Act* (Ontario), consent to the immediate disposition of the Assets by the Bank and should the Borrower or any Guarantor fail to execute such consent when requested to do so by the Bank, the agreement of the Borrower and Guarantors to do so herein shall be deemed to constitute the irrevocable consent of the Borrower and Guarantors to the immediate disposition of the Assets by the Bank;
- (e) the Borrower and Guarantors shall, immediately upon the filing by the Bank of a Bankruptcy Application for a Bankruptcy Order against the Borrower or any Guarantor forthwith consent to an immediate Bankruptcy Order being made against it and should the Borrower or any Guarantor fail to execute such consent when requested to do so by the Bank, the consent of the Borrower and the Guarantors to do so herein shall be deemed to constitute the irrevocable consent to such Bankruptcy Order; and
- (f) each of the Guarantors shall, immediately upon commencement of an action or actions by the Bank under the Guarantees, and under any and all Security executed and delivered by the Guarantors, or any one of them, to and in favour of the Bank, consent to judgment in an amount equal to the amount guaranteed if the Indebtedness associated with such Guarantee is equal to or exceeds the guaranteed amount, or alternatively, consent to judgment in an amount equal to the amount of the Indebtedness associated with such Guarantee if the Indebtedness is less than the amount guaranteed by the Guarantor and, provided that, in each case (where applicable), and in the sole discretion

of the Bank, such judgment may contain a writ of possession in respect of the assets of the Guarantors. In the event the Bank proceeds to take out a judgment against the Guarantors, or any one of them, an affidavit of an authorized representative of the Bank as to the Indebtedness shall be conclusive evidence thereof.

ARTICLE 11
GENERAL

- 11.01 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or discussions between the Parties whether written or oral.
- 11.02 Headings:** The headings in this Agreement are provided for convenience of reference only and should not be considered to form part hereof for the purpose of interpreting or construing or applying this Agreement and such headings shall not define, limit, extend or describe the scope of this Agreement or any of its terms and conditions.
- 11.03 Schedules:** Schedules "A" and "B" attached hereto form an integral part of this Agreement.
- 11.04 Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable.
- 11.05 Notices:** Any notice required or permitted to be given hereunder or any tender or delivery of documents may be given in writing by personal delivery, facsimile or other electronic transmission to the Borrower, the Guarantors and the Bank at the following addresses:

To the Borrower and Guarantors at:

1 Summerlea Road
Brampton, ON L6T 4V2
Attn: Cosimo Caccamo
Email: cosimopolitan@hotmail.com

with a courtesy copy to:

Miller Thomson LLP
40 King Street West, Suite 5800
P.O. Box 1011
Attn: Craig Mills
Fax: 416.595.8695
Email: cmills@millerthomson.com

To the Bank at:

20 King Street West
2nd Floor

Toronto, ON M5H 1C4
Attn: Bob Fick
Fax: 416-974-0528
Email: bob.fick@rbc.com

with a courtesy copy to:

Minden Gross LLP
145 King Street West
Suite 2200
Toronto, ON M5H 4G2
Attention: Kenneth L. Kallish
Fax: 416-864-9223
Email: kkallish@mindengross.com

The date of receipt of such notice shall be the date of the actual delivery to the address specified if delivered or the date of actual transmission to the telecopier number (if telecopied) or the date of actual electronic transmission, unless such date is not a Business Day, in which event the date of receipt shall be the next Business Day immediately following the date of such delivery or transmission.

- 11.06 No Prejudice:** The provisions hereof shall operate and apply without prejudice to any rights which the Bank may now or in the future have in respect of the Indebtedness, or other liabilities or obligations, whether direct or indirect, matured or not, contingent or otherwise, of the Borrower to the Bank.
- 11.07 Successors and Assigns:** This Agreement may be assigned by the Bank in its sole and absolute discretion, but shall not be assigned by the Borrower or the Guarantors unless authorized by the Bank in writing and this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, heirs and legal personal representatives (as applicable).
- 11.08 Timely Performance:** It is intended by all Parties to this Agreement that all obligations hereunder will be performed strictly in accordance with the provisions of this Agreement and in a timely manner, with time being of the essence hereof. Accordingly, should default occur in the timely performance of any of the obligations by any Borrower for any reason, whether within or beyond its control, the Bank shall, upon the occurrence of such default, be entitled to rely strictly on its rights and remedies as set forth in this Agreement and under the Loan Agreement and the Security.
- 11.09 Relationship of Parties:** Nothing in this Agreement shall be construed to change the relationship existing between the Borrower and the Bank to one other than the debtor/creditor relationship as it now exists. This Agreement is not entered into, nor shall it create, a partnership, joint venture or agency relationship between the Bank and any of the Parties hereto.
- 11.10 Counterparts and Electronic Execution:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which taken together

shall be deemed to constitute one and the same agreement. A facsimile or other electronic transmission received by each Party of the other Parties signatures shall serve to confirm the execution thereof by each such party.

- 11.11 Governing Law:** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada as are applicable therein.
- 11.12 No Amendment:** This Agreement shall not be amended unless such amendments are in writing and signed by all Parties.
- 11.13 Further Assurances:** The Borrower and Guarantors each hereby agree to sign or execute all such other documents and do such other things as may be necessary or desirable for more completely and effectively carrying out the terms and intentions of this Agreement.
- 11.14 Acceptance:** The Borrower and Guarantors hereby acknowledge and agree to and with the Bank that on or before 4:00 p.m. on July 26, 2019, the Bank shall have received a copy of the Forbearance Agreement executed by the Borrower and Guarantors. In the event this condition precedent to the Bank agreeing to forbear has not been satisfied, the Bank may elect to rely upon its rights and remedies under the Loan Agreement, the Security or otherwise.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement with effect as and from the date first written above.

ROYAL BANK OF CANADA

Per: 

Name: Bob Fick

Title: Sr. Manager,
Special Loans and Advisory Services

I Have Authority to Bind the Bank

ALUMINARE PRODUCTS LIMITED

Per: 

Name:

COSIMO CACCAMO

Title: Authorized Signing Officer

Per: 

Name:

GIUSEPPE CACCAMO

Title: Authorized Signing Officer

I/We Have Authority to Bind the Corporation

(Guarantor signatures follow on page 19)

ARCOR WINDOWS & DOORS INC.

Per: _____

Name: _____

Title: Authorized Signing Officer

Per: _____

Name: _____

Title: Authorized Signing Officer

I/We Have Authority to Bind the Corporation

N.A.P. WINDOWS & DOORS INC.

Per: _____

Name: _____

Title: Authorized Signing Officer

Per: _____

Name: _____

Title: Authorized Signing Officer

I/We Have Authority to Bind the Corporation


SCHEDULE "A"
GUARANTEES

1. Guarantee and Postponement of Claim (Form 812) dated October 22, 2013, limited to the principal amount of \$4,000,000, executed and delivered to and in favour of the Bank by Arcor.
2. Guarantee and Postponement of Claim (Form 812) dated October 22, 2013, limited to the principal amount of \$4,000,000, executed and delivered to and in favour of the Bank by NAP.

SCHEDULE "B"
SECURITY

1. General Security Agreement (Form 924) dated October 22, 2013, executed to and favour of the Bank by the Borrower.
2. General Security Agreement (Form 924) dated October 22, 2013, executed to and favour of the Bank by Arcor.
3. General Security Agreement (Form 924) dated October 22, 2013, executed to and favour of the Bank by NAP.

This is **Exhibit "P"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

FORBEARANCE EXTENSION AGREEMENT

THIS AGREEMENT made as of the 17th day of October, 2019.

A M O N G:

ROYAL BANK OF CANADA

(hereinafter referred to as the "**Bank**")

- and -

ALUMINART PRODUCTS LIMITED

(hereinafter referred to as the "**Borrower**")

- and -

ARCOR WINDOWS & DOORS INC.

(hereinafter referred to as "**Arcor**")

- and -

N.A.P. WINDOWS & DOORS INC.

(hereinafter referred to as "**NAP**")

- and -

SALVATORE CACCAMO

(hereinafter referred to as "**Salvatore**")

- and -

MARIA CACCAMO

(hereinafter referred to as "**Maria**")

- and -

GIUSEPPE CACCAMO

(hereinafter referred to as "**Giuseppe**")

WHEREAS:

1. the Parties entered into a Forbearance Agreement made as of July 17, 2019 ("**Forbearance Agreement**"), a copy of which is attached hereto as Schedule "A".
-

2. the Borrower and the Guarantors have advised the Bank that they require additional time to repay the Indebtedness, and have requested that the Bank extend the Forbearance Period.
3. the Bank has agreed to provide such additional time and extend the Forbearance Period provided that the Additional Guarantors execute and deliver to the Bank the Additional Guarantee, and that Salvatore and Maria execute and deliver to the Bank the Collateral Mortgage.

NOW THEREFORE in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

1. All capitalized words and phrases not specifically defined herein shall have the meanings as set out in the Forbearance Agreement.
 2. Section 1.01 of the Forbearance Agreement is amended by adding the following definitions:
 - (u) **"Additional Guarantee"** means a joint and several guarantee limited to the amount of \$1,000,000 executed and delivered to the Bank by each of Salvatore, Maria and Giuseppe;
 - (v) **"Collateral Mortgage"** means a collateral mortgage/charge in the principal amount of \$1,000,000 to be executed and delivered by Salvatore and Maria to and in favour of the Bank to be registered on title to the Real Property; and
 - (w) **"Real Property"** means the real property owned by Salvatore and Maria municipally known as 1 Wishing Well Court, Vaughan, Ontario and legally described in PIN #03347-0730 (LT).
 3. The last line of section 5.01 is amended by deleting "October 17, 2019" and substituting in its place "February 17, 2020".
 4. Subsection 5.02(a) is amended by deleting "October 17, 2019" and substituting in its place "February 17, 2020".
 5. The last paragraph of section 5.02 is deleted and substituting in its place "The Borrower, the Guarantors, and the Additional Guarantors acknowledge that the Bank shall have no obligation to continue to forbear after the expiration of the Forbearance Period, and the Indebtedness shall become due and payable on February 17, 2020".
 6. Subsection 6.01(t) is hereby amended by deleting "October 17, 2019" and substituting in its place "February 17, 2020".
 7. **Acknowledgements by the Additional Guarantors:** The Additional Guarantors hereby acknowledge and confirm that:
 - (a) each of the foregoing recitals are true and accurate both in substance and in fact;
-

- (b) the Bank had the right to demand repayment of the Indebtedness and the right, as at the date hereof, to enforce the Security as the 10 day periods set out in the NOI Notices have expired;
- (c) the Indebtedness is due and owing to the Bank and the Borrower has no right or claim of set-off or any similar right or claim against the Bank in connection with the Indebtedness;
- (d) the Security is, and the Collateral Mortgage when delivered to the Bank by Salvatore and Maria will be, in full force and effect, constitute legal, valid and binding obligations of the Borrower, Salvatore and Maria, will be enforceable against the Borrower, Salvatore and Maria, and Salvatore and Maria hereby waive and agree not to assert or cause to be asserted on behalf of either of them, and are hereby estopped from asserting or causing to be asserted on behalf of either of them, any defences or rights in relation to any matter, cause or thing whatsoever existing with respect to the legal effect of the Security and Collateral Mortgage or the legality, validity or binding effect of the obligations of the Borrower, Salvatore and Maria thereunder and the enforceability of same;
- (e) there is no dispute respecting the liability of the Additional Guarantors in connection with the Indebtedness and the obligations of the Additional Guarantors to repay the Indebtedness according to the provisions of the Additional Guarantee delivered by the Additional Guarantors;
- (f) the Additional Guarantee delivered by the Additional Guarantors is in full force and effect, constitutes legal, valid and binding obligations of the Additional Guarantors, is enforceable against the Additional Guarantors, and the Additional Guarantors hereby waive and agree not to assert or cause to be asserted on their behalf, and is hereby estopped from asserting or causing to be asserted on their behalf, any defences or rights with respect to the legal effect of the Additional Guarantee or the legality, validity or binding effect of the obligations of the Additional Guarantors thereunder and the enforceability of same;
- (g) they consent to the Borrower entering into this Agreement;
- (h) notwithstanding the terms of the Additional Guarantee, the Security, the Loan Agreement, this Agreement, or of any other agreement, whether written or oral, between the Bank, the Borrower and Additional Guarantors, the Bank shall be entitled to rely upon the Additional Guarantee in respect of any amounts comprising the Indebtedness;
- (i) except as provided in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and

delivers to the Borrower or the Additional Guarantors a written waiver of any such rights following the date hereof; and

- (j) the Additional Guarantors shall seek and obtain legal advice with respect to the execution and delivery of this Agreement and the Additional Guarantee, and with respect to Salvatore and Maria, the Collateral Mortgage.

8. **Representations and Warranties of Salvatore and Maria:** Each of Salvatore and Maria represent and warrant to and in favour of the Bank, and acknowledge that the Bank is relying upon such representations and warranties in entering into this Agreement, as follows:

- (a) on or about April 5, 2019, Bank of Nova Scotia ("BNS") advanced to them the principal amount of \$2,040,000, which amount is secured by a collateral mortgage in the principal amount of \$2,850,000 ("BNS Mortgage") registered against the Real Property on April 5, 2019;
- (b) as at November 8, 2019, the outstanding principal amount secured by the BNS Mortgage is \$2,016,087; and
- (c) Salvatore and Maria have no other direct or indirect monetary or other obligations owing to BNS.

9. **Covenants of Additional Guarantors:** The Additional Guarantors hereby covenant and agree with the Bank that:

- (a) each of the Additional Guarantors shall, upon receipt of the Additional Guarantee, seek and obtain independent legal advice, and deliver to the Bank executed Certificates of Independent Legal Advice, and Additional Guarantee, within 4 Business Days of such receipt;
- (b) each of Salvatore and Maria shall, upon receipt of the Collateral Mortgage and all documentation related thereto (collectively, the "Mortgage Documentation") seek and obtain independent legal advice, and deliver to the Bank executed Certificates of Independent Legal Advice, and executed Mortgage Documentation, within 4 Business days of such receipt; and
- (c) each of Salvatore and Maria shall not borrow any further amounts from BNS, or receive any further credit from BNS, and confirm, acknowledge and agree that any such amounts or credits would be secured by the BNS Mortgage.

10. Aluminart acknowledges and agrees that in the event it refinances with a lender any of its Assets to repay the indebtedness owing by the Borrower to Business Development Bank of Canada ("BDC"), the difference between the amount the Borrower receives from such lender, and the amount paid to BDC, shall reduce the authorized amount of the revolving demand facility established under the Loan Agreement.

11. In all other respects, the Forbearance Agreement shall remain in full force and effect, and unamended except as amended herein.

IN WITNESS WHEREOF the Parties hereto have duly executed this Forbearance Extension Agreement with effect as and from the date first written above.

ROYAL BANK OF CANADA

Per: 

Name: Bob Fick

Title: Sr. Manager,
Special Loans and Advisory Services

I Have Authority to Bind the Bank

(Acknowledgment signatures follow on page 6)

ALUMINART PRODUCTS LIMITEDPer: *Dacamo*

Name:

Title:

Per: *Dacamo*Name: COSIMO CACCAMOTitle: PRESIDENT

I/We Have Authority to Bind the Corporation

ARCOR WINDOWS & DOORS INC.Per: *Dacamo*

Name:

Title:

Per: *Dacamo*Name: COSIMO CACCAMOTitle: PRESIDENT

I/We Have Authority to Bind the Corporation

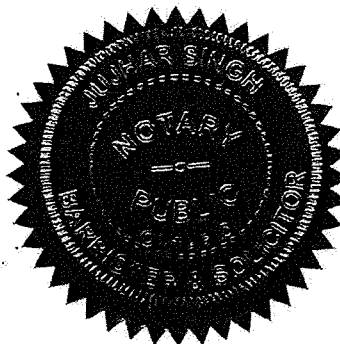
N.A.P. WINDOWS & DOORS INC.Per: *Dacamo*

Name:

Title:

Per: *Dacamo*Name: COSIMO CACCAMOTitle: PRESIDENT

I/We Have Authority to Bind the Corporation

Witness *[Signature]*Witness *[Signature]*Witness *[Signature]*Jujhar Singh, Barrister & Solicitor
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Toronto, ON M9A 1B6Tel: (647) 920-1143 Fax: (416) 907-1714
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SALVATORE CACCAMO*Maria Caccamo*
MARIA CACCAMO*Giuseppe Caccamo*
GIUSEPPE CACCAMO

SCHEDULE "A"
FORBEARANCE AGREEMENT

See attached 21 pages.

FORBEARANCE AGREEMENT

THIS AGREEMENT made as of the 17th day of July, 2019.

AMONG:

ROYAL BANK OF CANADA
(hereinafter referred to as the "Bank")

- and -

ALUMINART PRODUCTS LIMITED
(hereinafter referred to as "Borrower")

- and -

ARCOR WINDOWS & DOORS INC.
(hereinafter referred to as the "Arcor")

- and -

N.A.P. WINDOWS & DOORS INC.
(hereinafter referred to as "NAP")

WHEREAS:

1. the Bank has made available certain Credit Facilities to the Borrower on the terms and conditions established under the Loan Agreement;
2. as a result of significant losses incurred by the Borrower and other concerns of the Bank relating to the financial condition of the Borrower, on June 6, 2019, the Bank demanded repayment of the Indebtedness, and issued to the Borrower an NOI Notice;
3. on June 6, 2019 the Bank made demand upon Arcor in respect of its guarantee of the Indebtedness, and issued to Arcor an NOI Notice;
4. on June 6, 2019 the Bank made demand upon NAP in respect of its guarantee of the Indebtedness, and issued to NAP an NOI Notice;
5. each of the Borrower and Guarantors have advised the Bank that they are in the process of negotiating with various parties to secure financing and/or equity injections in order to repay the Indebtedness to the Bank;

6. each of the Borrower and Guarantors have requested that the Bank forbear from enforcing its rights and remedies under the Security so as to provide them with the opportunity to secure the aforesaid financing and/or equity injections; and
7. as an inducement to the Bank agreeing to so forbear, the Borrower and Guarantors have each agreed to enter into this Agreement and to comply with the terms and provisions contained herein, including, without limitation, the terms and provisions of the repayment plan set forth in Article 5 hereto.

NOW THEREFORE in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

ARTICLE 1 **INTERPRETATION**

1.01 Definitions: Unless otherwise specifically defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Loan Agreement. The following terms shall have the following meanings:

- (a) "Assets" means all of the real and personal property, tangible or intangible and undertakings of the Borrower and Guarantors in respect of which the Bank holds Security;
- (b) "BIA" means the *Bankruptcy and Insolvency Act* (Canada);
- (c) "British Columbia Business Premises" means the property municipally known as B1 – 8775 Jim Bailey Crescent, Kelowna, British Columbia;
- (d) "Business Day" means a day other than a Saturday, Sunday, statutory holiday in the Province of Ontario, or any other day on which the Schedule 1 Canadian Chartered Banks located in the City of Toronto are not open for business during normal banking hours;
- (e) "Business Premises" means collectively, the Ontario Business Premises and British Columbia Business Premises;
- (f) "Credit Facilities" means the credit facilities established by the Bank in favour of the Borrower pursuant to the Loan Agreement;
- (g) "Event of Default" means the occurrence of any one or more of the events set forth in Article 9 of this Agreement;
- (h) "Guarantees" mean the Guarantees and Postponements of Claim executed and delivered to and in favour of the Bank by the Guarantors listed in Schedule "A" attached hereto, and "Guarantee" means the Guarantee delivered by a Guarantor;

- (i) **"Guarantors"** means collectively, Arcor and NAP, and **"Guarantor"** means any one of them;
- (j) **"Indebtedness"** means the amounts set forth in section 2.01 and 2.02;
- (k) **"Leases"** means the leases of the Business Premises;
- (l) **"Loan Agreement"** means the Confirmation of Credit Facilities letter dated December 6, 2017, as amended, revised, restated, replaced and supplemented from time to time;
- (m) **"NOI Notices"** means collectively, the Notices of Intention to Enforce Security delivered to the Borrower and Guarantors by the Bank pursuant to Section 244(1) of the BIA;
- (n) **"Ontario Business Premises"** means the property municipally known as 1 Summerlea Road, Brampton, Ontario;
- (o) **"Parties"** means any one or more of the parties referred to in this Agreement, as the context may require;
- (p) **"Prime Rate"** means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada;
- (q) **"Priority Payable Arrears"** shall have the meaning ascribed thereto in subsection 7.01(d);
- (r) **"Priority Payables"** shall have the meaning ascribed thereto in subsection 6.01(k);
- (s) **"Priority Payable Authorizations"** shall have the meaning ascribed thereto in subsection 6.01(k); and
- (t) **"Security"** means collectively, all of the security delivered by the Borrower, the Guarantors or any other person, to the Bank as security for the Indebtedness and obligations of the Borrower to the Bank pursuant to the Loan Agreement, or otherwise, or that may be delivered by the Borrower, or any other person, to the Bank to secure the Indebtedness and obligations of the Borrower to the Bank including, without limitation, the Security listed in Schedule "B" attached hereto.

ARTICLE 2

CREDIT FACILITIES

2.01 Acknowledgement of Indebtedness: The Borrower and Guarantors acknowledge that, as at July 22, 2019, the Borrower is indebted to the Bank:

- (a) in respect of a revolving demand facility, in the amount of CDN \$3,856,031.16, comprising principal in the amount of CDN \$3,843,022 and accrued interest to and including July 22, 2019 in the amount of CDN \$13,009.16. Interest continues to accrue

on the aforesaid principal amount at the Bank's prime rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is CDN \$494.85;

- (b) in respect of a revolving demand facility, in the amount of USD \$167,295.37, comprising principal in the amount of USD \$166,665.07 and accrued interest to and including July 22, 2019 in the amount of USD \$630.30. Interest continues to accrue on the aforesaid principal amount at the Bank's US base rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current US base rate, is USD \$30.82; and
- (c) in respect of Visa account numbers 4516 0500 0563 9699, 4516 0500 0563 9723, 4516 0500 0627 3332, 4516 0500 0681 7971 and 4516 0550 0772 0772 in the aggregate amount of CDN \$9,788.76, respectively, as at July 22, 2019. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

2.02 Interest, Etc.: The Borrower and Guarantors acknowledge that interest on the amounts set forth in section 2.01 above, as well as all costs, fees, expenses and other monies incurred by the Bank in connection with the Security, the Indebtedness, the collection of the Indebtedness, any appraisals and investigation of the Assets, the enforcement of the Security, the negotiation, preparation and enforcement of this Agreement and any amendments hereto, and the disbursements and full amount of all legal and other professional fees, incurred by the Bank in connection with all of the same shall be added to and are deemed to form part of the Indebtedness.

ARTICLE 3 **ACKNOWLEDGEMENTS**

3.01 Acknowledgements by the Borrower: The Borrower hereby confirms and acknowledges to the Bank that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Indebtedness is due and owing to the Bank and the Borrower has no right or claim of set-off, counter-claim, damages or any similar right or claim against the Bank in connection with the Indebtedness;
- (c) the Bank had the right to demand repayment of the Indebtedness and the right, as at the date hereof, to enforce the Security as the 10 day periods set out in the NOI Notices have expired;
- (d) the Security is, and any other security delivered by the Borrower, or any other person, to the Bank to secure the Indebtedness after the date hereof will be, in full force and effect, constitute legal, valid and binding obligations of the Borrower, or the person granting such security, enforceable against the Borrower, and the person granting the security,

and the Borrower hereby waives and agrees not to assert or cause to be asserted on its behalf, and is hereby estopped from asserting or causing to be asserted on its behalf, any defences or rights with respect to the legal effect of the Security or the legality, validity or binding effect of the obligations of the Borrower thereunder and the enforceability of same;

- (e) except as provided for in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the Borrower a written waiver of any such rights; and
- (f) the Borrower has been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and has done so.

3.02 Acknowledgements by the Guarantors: The Guarantors hereby acknowledge and confirm that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Bank had the right to demand repayment of the Indebtedness and the right, as at the date hereof, to enforce the Security as the 10 day periods set out in the NOI Notices have expired;
- (c) the Indebtedness is due and owing to the Bank and the Borrower has no right or claim of set-off or any similar right or claim against the Bank in connection with the Indebtedness;
- (d) the Security is, and any other security delivered by the Borrower, or any other person, to the Bank, including any of the Guarantors, to secure the Indebtedness after the date hereof, will be in full force and effect, constitute legal, valid and binding obligations of the Borrower, or the person granting such Security, and any other security delivered by the Borrower, or any other person, will be enforceable against the Borrower, and the person granting such Security, and the Guarantors hereby waive and agree not to assert or cause to be asserted on behalf of any of them, and are hereby estopped from asserting or causing to be asserted on behalf of any of them, any defences or rights in relation to any matter, cause or thing whatsoever existing to the date hereof with respect to the legal effect of the Security or the legality, validity or binding effect of the obligations of the Borrower thereunder and the enforceability of same;
- (e) there is no dispute respecting the liability of the Guarantors in connection with the Indebtedness and the obligations of the Guarantors to repay the Indebtedness according to the provisions of the Guarantee delivered by a Guarantor;

- (f) the Guarantee delivered by a Guarantor is in full force and effect, constitutes legal, valid and binding obligations of the Guarantor, is enforceable against the Guarantor and the Guarantor hereby waives and agrees not to assert or cause to be asserted on its behalf, and is hereby estopped from asserting or causing to be asserted on its behalf, any defences or rights with respect to the legal effect of the Guarantees or the legality, validity or binding effect of the obligations of the Guarantor thereunder and the enforceability of same;
- (g) they consent to the Borrower entering into this Agreement;
- (h) notwithstanding the terms of the Guarantees, the Security, the Loan Agreement, this Agreement, or of any other agreement, whether written or oral, between the Bank, the Borrower and Guarantors, the Bank shall be entitled to rely upon the Guarantees in respect of any amounts comprising the Indebtedness;
- (i) except as provided in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the Borrower or applicable Guarantor a written waiver of any such rights following the date hereof; and
- (j) the Guarantors have been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and have done so.

3.03 Tolling Provisions:

- (a) As of the date hereof and continuing until the termination of the Forbearance Period and thereafter until the termination of the tolling arrangements hereof in the manner provided for at paragraph 3.03(b) and whether or not demand for payment or NOI Notices have previously been delivered by the Bank in respect of all of the Indebtedness, the Bank, the Borrower and all Guarantors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the Indebtedness, the Security, and any entitlements arising from the Indebtedness or the Security and any other related matters, and each of the parties confirms that this agreement is intended to be an agreement to suspend or extend the basic limitation period, provided by Section 4 of the *Limitations Act*, 2002 (Ontario) as well as the ultimate limitation period provided by Section 15 of the *Limitations Act*, 2002 (Ontario) in accordance with the provisions of Section 22(2) of the *Limitations Act*, 2002 (Ontario) and as a business agreement in accordance with the provisions of Section 22(5) of the *Limitations Act*, 2002 (Ontario) and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such application statute of limitations, contractual limitations, or any time related doctrine including waiver, estoppel or laches; and

- (b) The tolling provisions of this Forbearance Agreement will terminate upon any party providing the others with 60 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 60 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Indebtedness, the Security or any entitlements arising from the Indebtedness or the Security and any other related matters, will recommence running as of the effective date of such notice, and for greater certainty the time during which the limitation period is suspended pursuant to the tolling provisions of this Forbearance Agreement shall not be included in the computation of any limitation period.

ARTICLE 4 **WAIVER AND RELEASE**

- 4.01 Waiver and Release:** The Borrower and Guarantors hereby acknowledge and agree that the Bank's administration of the Credit Facilities, and its conduct and actions in dealing with the Borrower and Guarantors, have been fair and reasonable and hereby waive and agree not to assert or cause to be asserted on behalf of any of them, and are hereby estopped from asserting or causing to be asserted on behalf of any of them, any defences, rights or claims on any grounds whatsoever with respect to such administration, conduct, action and dealings, and hereby absolutely, unconditionally and irrevocably release and remise the Bank (and its present and former, affiliates, subsidiaries, divisions, predecessors, directors, officers, employees, agents and other representatives and their successors and assigns) of and from any and all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any other claims, counterclaims, defences, rights of set-off, demands and liabilities of any nature and kind whatsoever, known or unknown, both at law and in equity that the Borrower or Guarantors or any of their successors, assigns, or other legal representatives may now or hereafter have against the Bank. Further, in executing and delivering this Agreement, the Borrower and Guarantors hereby acknowledge and agree that they are acting freely and without duress and that this release may be pleaded as a full and complete defence and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of that release and that no fact, event, circumstance, evidence or transaction which could now be asserted or which may later be discovered will affect in any manner the final, absolute and unconditional nature of this release.

The Borrower and Guarantors hereby further acknowledge and agree that they waive any and all rights they may have to assess any of the legal, agent or consulting fees previously paid or payable by the Bank to its solicitors or payable to its solicitors in the future in connection with or in any way related to the negotiation, preparation and enforcement of this Agreement and any amendments hereto, the collection of the Indebtedness and the enforcement of the Security, whether such right of assessment arises pursuant to the *Solicitors Act* (Ontario) or under any other law or statute.

ARTICLE 5
FORBEARANCE

5.01 Implementation: The Borrower and Guarantors hereby covenant and agree to and with the Bank that: (i) they shall, and each shall ensure that the other, honours and fulfils the terms and provisions of the Reporting and Repayment Plan set forth in this Article 5; and (ii) the Indebtedness shall be repaid by no later than October 17, 2019;

5.02 Forbearance Period: Subject to the terms and conditions of this Agreement, the Bank agrees that it will forbear from the exercise of its rights and remedies against the Borrower and Guarantors in respect of the Indebtedness for the period of time ("**Forbearance Period**") commencing with the execution and delivery of this Agreement until the earlier of:

- (a) October 17, 2019; or
- (b) the Bank becomes aware of an Event of Default that occurred prior to the date hereof that was not disclosed to it by the Borrower; or
- (c) the occurrence of an Event of Default following the date hereof.

The Borrower and Guarantors acknowledge that the Bank shall have no obligation to continue to forbear after the expiration of the Forbearance Period, and that the Indebtedness as reduced hereunder shall become due and payable on October 17, 2019.

5.03 Forbearance Fee: A forbearance fee in the sum of \$2,500 (the "**Forbearance Fee**") shall be paid to the Bank in consideration for the Bank's agreement to forbear as set out herein and to compensate the Bank for the time and expense incurred, and to be incurred, by it in connection with the administration of the Credit Facilities during the Forbearance Period and such Forbearance Fee is deemed to have been earned by the Bank upon the execution and delivery of this Agreement. The Forbearance Fee shall be and is hereby deemed to form part of the Indebtedness and secured by the Security. The Forbearance Fee shall be payable by the Borrower immediately upon its execution and delivery of this Agreement to the Bank, and in respect of same, the Bank shall be entitled to debit the account of the Borrower in the amount of \$2,500.

5.04 Servicing and Reduction of the Indebtedness: Notwithstanding any other provisions of this Agreement, the Borrower shall honour all payment obligations in accordance with the provisions of the Loan Agreement and cause the Indebtedness to be permanently reduced as follows:

- (a) pay to the Bank the proceeds from all sales, transfers or other disposition of the Assets, or any portion thereof, outside of the ordinary course of the Borrower's business, shall be paid directly to the Bank to permanently reduce the Indebtedness.

Notwithstanding any of the foregoing, the Bank reserves the right to apply the monies received under section 5.04 against the Indebtedness in such manner as it determines in its sole and absolute discretion.

ARTICLE 6
COVENANTS

6.01 The Borrower and Guarantors hereby jointly and severally covenant and agree with the Bank as follows:

- (a) **Maintain Corporate Status:** The Borrower and Guarantors shall maintain their corporate existence as valid and subsisting corporate entities;
- (b) **No Additional Shares:** The Borrower and Guarantors shall not issue any additional shares from treasury, or permit any of their shares to be transferred or redeemed except with the prior written consent of the Bank;
- (c) **No Corporate Changes:** The Borrower and Guarantors shall not merge, amalgamate or consolidate with any other corporation except with the prior written consent of the Bank;
- (d) **No Further Obligations:** The Borrower and Guarantors shall not incur or become liable for any borrowed money, or for the purchase price of assets, obligations and leases (except in the ordinary course of business in accordance with past practice), obligations under letters of credit or guarantees or indemnities, obligations given pursuant to bankers' acceptances or indemnities in connection therewith, or any contingent obligation, including, without limitation, guarantees, endorsements or bills of exchange, obligations to purchase assets (except in the ordinary course of business in accordance with past practice) and obligations to make advances or otherwise provide financial assistance to any other entity without the prior written consent of the Bank, provided however that nothing herein shall preclude the Borrower or Guarantors from incurring and becoming liable for borrowed money provided the same is used by the Borrower and Guarantors to repay the Indebtedness in accordance with and pursuant to this Agreement;
- (e) **Notice of Proceedings:** The Borrower and Guarantors shall deliver to the Bank prompt notice of any dispute, litigation, arbitration or administrative proceedings affecting any of their Assets that is before or of any court, arbitration, tribunal or governmental authority;
- (f) **No Agreements:** Except as expressly permitted herein, the Borrower and Guarantors shall not enter into any agreement or employ any strategy, either directly or indirectly, which would affect the ranking of the Security, encumber, restrict or otherwise impair their Assets or the marketability thereof and the Borrower shall work diligently toward the overall implementation of this Agreement.
- (g) **No Further Security:** The Borrower and Guarantors shall not grant, execute or deliver any security interests, mortgages, hypothecs, liens, charges, pledges or other encumbrances whatsoever to any person, firm, corporation or other legal entity without the prior written consent of the Bank; however, nothing herein shall preclude the Borrower or Guarantors from granting security against their Assets provided the same is

delivered to secure borrowed money that is used by the Borrower and Guarantors to repay the Indebtedness in accordance with and pursuant to this Agreement;

- (h) **Payment of Bonuses, Etc.:** The Borrower and Guarantors shall not, without the prior written consent of the Bank, incur any capital expenditures, or make any payments, whether directly or indirectly, to any of their shareholders, whether by way of dividends, capital dividends, redemption or retraction of shares, bonuses or otherwise, except for salaries in the ordinary course of business consistent with past practice.
- (i) **No Repayment to Related Persons:** Until the Indebtedness is repaid in full, there shall be no repayment of any amounts owing by any Borrower or Guarantors to any "related person" as such term is defined under the BIA, without the prior written consent of the Bank;
- (j) **Notice of Event of Default:** The Borrower and Guarantors shall give to the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;
- (k) **Statutory Remittances:** Save and except for the Priority Payable Arrears, the Borrower and Guarantors shall keep current all amounts owing by them to the Crown, including, without limitation, amounts owing under the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), the *Retail Sales Tax Act* (Ontario) and any other federal or provincial laws which could give rise to a claim against the Bank in priority to the Security held by the Bank against the Assets (as the case may be) (collectively, the "Priority Payables"). The Borrower and Guarantors hereby authorize and direct any entity having information in respect of the Priority Payables to release such information to the Bank or its agents to assist the Bank in evaluating the existence and extent of any indebtedness owing by the Borrower or Guarantors to such entity and the Borrower and Guarantors shall at the request of the Bank execute and deliver such authorizations and consents as the Bank may require in respect of same (the "Priority Payable Authorizations");
- (l) **No Movement of Assets:** The Assets shall not be moved or otherwise relocated from any premises where the Assets are now situate; and
- (m) **Bank Account:** The Borrower and Guarantors shall ensure that all monies generated by them in the course of their respective business operations are deposited into any account maintained by the Borrower at the Bank, and the Borrower shall only maintain accounts at the Bank;
- (n) **Compliance:** The Borrower and Guarantors shall comply, and each shall ensure that the other complies, in all respects with all terms and provisions of this Agreement, the Loan Agreement and the Security;
- (o) **Leases:** The Borrower and Guarantors shall ensure that they maintain the Leases and any and all other leases respecting premises upon which they carry on their business operations, or upon which the Assets, or any part thereof, may at any time be situate, in

good standing, including, without limitation the payment of rent (and all taxes and other charges payable as rent) when due under such leases;

- (p) **Environmental Compliance:** The Borrower and Guarantors shall comply with all applicable environmental laws respecting the ownership and operation of their businesses and keep in good standing all environmental permits required to operate their businesses;
- (q) **Account Debit Authorization:** The Borrower and Guarantors hereby authorize and direct the Bank to automatically debit, by mechanical, electronic or manual means, any account in any of their names for all amounts payable under this Agreement;
- (r) **Co-operation On Enforcement:** Should an Event of Default occur and the Bank exercises its rights and remedies under this Agreement, the Security or the Loan Agreement, the Borrower and Guarantors shall assist the Bank in the exercise of such rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets;
- (s) **Progress Reports:** The Borrower shall deliver to the Bank, and the Guarantors shall cause the Borrower to deliver to the Bank, on a monthly basis, commencing August 1, 2019, and on the first Business Day of each month thereafter, a report on the Borrower's progress in obtaining financing and/or equity injections, such reports to include copies of all loan applications, responses to loan applications, term sheets, commitments, letters of interest, and any other documents or information the Bank or its agents and representatives may request, detailing the Borrower's efforts to obtain financing and/or equity injections, such reports to be in form and substance satisfactory to the Bank; and
- (t) **Payment of Priority Payables:** The Borrower and Guarantors shall provide to the Bank, evidence satisfactory to the Bank in its sole and absolute discretion, that the Priority Payable Arrears have been paid on or before October 17, 2019. Contemporaneously with the repayment of the Indebtedness, each of the Borrower and Guarantors shall provide evidence to the Bank, in form and substance satisfactory to the Bank in its sole and absolute discretion, that all Priority Payables are current.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.01 Representations and Warranties: The Borrower and Guarantors represent and warrant to and in favour of the Bank and acknowledge that the Bank is relying upon such representations and warranties in entering into this Agreement as follows:

- (a) the Borrower and Arcor are corporations duly incorporated, organized and subsisting under the laws of the Province of Ontario, and NAP is a corporation duly incorporated, organized and subsisting under the laws of British Columbia;
- (b) the Borrower and Guarantors have all necessary power and authority and are duly qualified and hold all necessary licenses and/or registrations to carry on their respective

business as now conducted and to enter into and perform their respective obligations under this Agreement;

- (c) the execution, delivery and performance of this Agreement by the Borrower and Guarantors and the performance of their respective obligations hereunder:
 - (i) have been duly authorized by all necessary corporate actions;
 - (ii) do not conflict with or result in a breach or violation of or constitute a default under;
 - A. the constating documents or by-laws of the Borrower or Guarantors;
 - B. any law, rule, regulation, order, judgment, writ, injunction or decree applicable to the Borrower or Guarantors; and
 - C. any commitment, agreement or other instrument to which a Borrower is now a party or otherwise bound; and
 - (iii) does not require the consent or approval of any third party;
- (d) with the exception of \$188,400.06 owing by the Borrower to Canada Revenue Agency in respect of harmonized sales tax arrears owing under the *Excise Tax Act* as of the date hereof ("Priority Payable Arrears"), all amounts owing by the Borrower and Guarantors under the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), *Retail Sales Tax Act* (Ontario) and any other federal or provincial laws which could give rise to a claim against the Bank in priority to the Security, are current, including, without limitation, in respect of source deductions and harmonized sales tax and there are no amounts owing to Canada Revenue Agency, the Province of Ontario, or any other federal or provincial government agency or body that may give rise to the issuance of a third party requirement to pay or any similar such demand notice;
- (e) there is no matter, fact or event which is known to the Borrower or Guarantors that has not been disclosed to the Bank which constitutes an Event of Default or is likely to have a material adverse affect on the performance of their respective obligations under this Agreement, or have a material adverse affect on the Assets or the operations of the Borrower or Guarantors, and the Borrower and Guarantors have conducted such investigations as they consider reasonably necessary to make this representation and warranty;
- (f) no proceeding or action has been taken or commenced by any person against the Borrower or Guarantors in respect of any amounts owing by them to any person; and
- (g) the Leases, and any other lease to which the Borrower or any Guarantor is a party, remains in full force and effect, and neither the Borrower nor any Guarantor is in breach of any of its obligations or covenants thereunder.

- 7.02 **Non-Merger:** The representations and warranties set forth herein shall survive the execution and delivery of this Agreement, and shall continue in full force and effect until the repayment of the Indebtedness.

ARTICLE 8 **SECURITY**

- 8.01 **Security:** The Security shall continue to be held by the Bank hereunder.
- 8.02 **Cross Collateralization:** All Security held by the Bank shall be held as security for all Indebtedness. For greater certainty, the Borrower and Guarantors hereby acknowledge and agree that upon the occurrence of an Event of Default, the Bank shall be entitled to enforce its rights under the Security, or any part thereof, against the Assets, or any portion thereof, to the extent of the Indebtedness
- 8.03 **Access to Assets:** The Borrower and Guarantors shall provide access to the Bank or its agents during normal business hours, to enter upon any premises from which the Borrower or Guarantors carry on business and any property where the Assets are located to inspect the Assets or to have appraisals made of the Assets, and to examine and make copies of all books and records relating thereto including any books and records required by the Bank, its representatives or agents to confirm, among other things, that the Priority Payables are current. All costs in connection with such appraisals, testing and enquires shall form and are hereby deemed to form part of the Indebtedness.

ARTICLE 9 **DEFAULT**

- 9.01 **Events of Default:** Each of the following events shall constitute an Event of Default under this Agreement:
- (a) any default or failure in the observance or performance of any payment, covenant, obligation or agreement contained herein and/or under the Security and/or under the Loan Agreement by the Borrower and/or the Guarantors;
 - (b) the occurrence of any Event of Default under the Security and/or under the Loan Agreement;
 - (c) any representation, warranty or statement contained herein and/or in the Security and/or in the Loan Agreement which is or proves to be untrue or incorrect;
 - (d) the receipt by the Bank of a demand or requirement for payment from the Canada Revenue Agency, the Province of Ontario, or any other federal or provincial governmental agency or body, as a result of arrears of monies owing by the Borrower or the Guarantors which shall include, without limitation, on account of employee source deductions, harmonized sales tax, corporate tax, employee health tax, employee vacation pay, provincial pension contributions;

- (e) the Bank determining that a material adverse change has occurred in the financial condition, ownership structure or composition or operation of the Borrower or any Guarantor;
- (f) the Borrower or any Guarantor taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrower or any Guarantor in respect of the liquidation, dissolution or winding-up of the Borrower or any Guarantor, including, without limitation, any action or proceeding under the *Winding Up and Restructuring Act*, the *Business Corporations Act* (Ontario), or other similar legislation whether now or hereinafter in effect;
- (g) the Borrower or any Guarantor taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrower or any Guarantor relating to the reorganization, readjustment, compromise or settlement of the debts owed by the Borrower or any Guarantor to their creditors where such reorganization, readjustment, compromise or settlement affects a substantial portion of the Assets, including, without limitation, the filing of a notice of intention to make a proposal or the filing of a proposal pursuant to the provisions of the BIA, the making of an order under the *Companies Creditors Arrangements Act* (Canada) or the commencement of any similar action or proceeding by the Borrower or any Guarantor;
- (h) the Borrower or any Guarantor committing or threatening to commit any act of bankruptcy pursuant to or set out under the provisions of the BIA;
- (i) the filing of a Bankruptcy Application for a Bankruptcy Order against the Borrower or any Guarantor pursuant to the provisions of the BIA;
- (j) any execution, sequestration or other process of any court or other tribunal becoming enforceable against the Borrower or any Guarantor or a distress or analogous action or proceeding being taken, commenced or issued against the Borrower or any Guarantor or levied upon or in respect of the Assets or any part thereof, or any lien, trust claim or any other right or entitlement against or in respect of the Assets or any part thereof becoming effective, including, without limitation, a warrant of distress of any rent in respect of any premises occupied by the Borrower or any Guarantor or any premises in or upon which the Assets or any part thereof may at any time be situate; and
- (k) a receiver, receiver and manager, agent, liquidator or other similar administrator being appointed in respect of the Assets, or any part thereof, or the taking by a secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights of possession to the Assets or any part thereof.

9.02 Waiver: The Bank may waive in writing any Event of Default, in its sole and absolute discretion, but no such waiver shall constitute a waiver of any other Event of Default.

ARTICLE 10
REMEDIES ON DEFAULT

10.01 Enforcement: Upon the occurrence of an Event of Default:

- (a) the Bank may immediately terminate its agreement to forbear as set forth in section 5.02 hereof and shall be entitled to enforce all of its rights and remedies against the Borrower and Guarantors;
- (b) the Borrower and Guarantors shall assist the Bank in the exercise of its rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets, or any part thereof, and providing such assistance as is requested in the sale of same;
- (c) the Borrower and Guarantors hereby consent to the Bank immediately enforcing its rights under this Agreement, the Loan Agreement and the Security, including, without limitation, the appointment of a receiver or receiver and manager, by way of private appointment or on an application to the Superior Court of Justice (Ontario) (Commercial List), against the Assets, and shall execute such consents as the Bank requests, and if the Borrower or any Guarantor fails to execute such consent when requested to do so by the Bank, the agreement of the Borrower and Guarantors to do so herein shall be deemed to constitute the irrevocable consent of the Borrower and the Guarantors to the earlier enforcement by the Bank of the Security ;
- (d) the Borrower and Guarantors shall, immediately upon receipt from the Bank or its counsel of a Notice of Disposition pursuant to the provisions of subsection 63(4) of the *Personal Property Security Act* (Ontario), consent to the immediate disposition of the Assets by the Bank and should the Borrower or any Guarantor fail to execute such consent when requested to do so by the Bank, the agreement of the Borrower and Guarantors to do so herein shall be deemed to constitute the irrevocable consent of the Borrower and Guarantors to the immediate disposition of the Assets by the Bank;
- (e) the Borrower and Guarantors shall, immediately upon the filing by the Bank of a Bankruptcy Application for a Bankruptcy Order against the Borrower or any Guarantor forthwith consent to an immediate Bankruptcy Order being made against it and should the Borrower or any Guarantor fail to execute such consent when requested to do so by the Bank, the consent of the Borrower and the Guarantors to do so herein shall be deemed to constitute the irrevocable consent to such Bankruptcy Order; and
- (f) each of the Guarantors shall, immediately upon commencement of an action or actions by the Bank under the Guarantees, and under any and all Security executed and delivered by the Guarantors, or any one of them, to and in favour of the Bank, consent to judgment in an amount equal to the amount guaranteed if the Indebtedness associated with such Guarantee is equal to or exceeds the guaranteed amount, or alternatively, consent to judgment in an amount equal to the amount of the Indebtedness associated with such Guarantee if the Indebtedness is less than the amount guaranteed by the Guarantor and, provided that, in each case (where applicable), and in the sole discretion

of the Bank, such judgment may contain a writ of possession in respect of the assets of the Guarantors. In the event the Bank proceeds to take out a judgment against the Guarantors, or any one of them, an affidavit of an authorized representative of the Bank as to the Indebtedness shall be conclusive evidence thereof.

ARTICLE 11
GENERAL

- 11.01 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or discussions between the Parties whether written or oral.
- 11.02 Headings:** The headings in this Agreement are provided for convenience of reference only and should not be considered to form part hereof for the purpose of interpreting or construing or applying this Agreement and such headings shall not define, limit, extend or describe the scope of this Agreement or any of its terms and conditions.
- 11.03 Schedules:** Schedules "A" and "B" attached hereto form an integral part of this Agreement.
- 11.04 Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable.
- 11.05 Notices:** Any notice required or permitted to be given hereunder or any tender or delivery of documents may be given in writing by personal delivery, facsimile or other electronic transmission to the Borrower, the Guarantors and the Bank at the following addresses:

To the Borrower and Guarantors at:

1 Summerlea Road
Brampton, ON L6T 4V2
Attn: Cosimo Caccamo
Email: cosimopolitan@hotmail.com

with a courtesy copy to:

Miller Thomson LLP
40 King Street West, Suite 5800
P.O. Box 1011
Attn: Craig Mills
Fax: 416.595.8695
Email: cmills@millerthomson.com

To the Bank at:

20 King Street West
2nd Floor

Toronto, ON M5H 1C4
Attn: Bob Fick
Fax: 416-974-0528
Email: bob.fick@rbc.com

with a courtesy copy to:

Minden Gross LLP
145 King Street West
Suite 2200
Toronto, ON M5H 4G2
Attention: Kenneth L. Kallish
Fax: 416-864-9223
Email: kkallish@mindengross.com

The date of receipt of such notice shall be the date of the actual delivery to the address specified if delivered or the date of actual transmission to the telecopier number (if telecopied) or the date of actual electronic transmission, unless such date is not a Business Day, in which event the date of receipt shall be the next Business Day immediately following the date of such delivery or transmission.

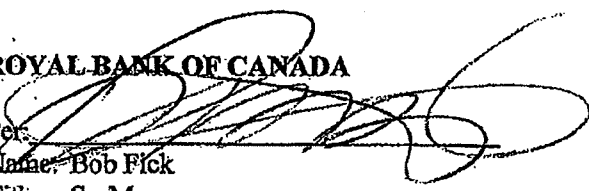
- 11.06 No Prejudice:** The provisions hereof shall operate and apply without prejudice to any rights which the Bank may now or in the future have in respect of the Indebtedness, or other liabilities or obligations, whether direct or indirect, matured or not, contingent or otherwise, of the Borrower to the Bank.
- 11.07 Successors and Assigns:** This Agreement may be assigned by the Bank in its sole and absolute discretion, but shall not be assigned by the Borrower or the Guarantors unless authorized by the Bank in writing and this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, heirs and legal personal representatives (as applicable).
- 11.08 Timely Performance:** It is intended by all Parties to this Agreement that all obligations hereunder will be performed strictly in accordance with the provisions of this Agreement and in a timely manner, with time being of the essence hereof. Accordingly, should default occur in the timely performance of any of the obligations by any Borrower for any reason, whether within or beyond its control, the Bank shall, upon the occurrence of such default, be entitled to rely strictly on its rights and remedies as set forth in this Agreement and under the Loan Agreement and the Security.
- 11.09 Relationship of Parties:** Nothing in this Agreement shall be construed to change the relationship existing between the Borrower and the Bank to one other than the debtor/creditor relationship as it now exists. This Agreement is not entered into, nor shall it create, a partnership, joint venture or agency relationship between the Bank and any of the Parties hereto.
- 11.10 Counterparts and Electronic Execution:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which taken together

shall be deemed to constitute one and the same agreement. A facsimile or other electronic transmission received by each Party of the other Parties signatures shall serve to confirm the execution thereof by each such party.

- 11.11 Governing Law:** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada as are applicable therein.
- 11.12 No Amendment:** This Agreement shall not be amended unless such amendments are in writing and signed by all Parties.
- 11.13 Further Assurances:** The Borrower and Guarantors each hereby agree to sign or execute all such other documents and do such other things as may be necessary or desirable for more completely and effectively carrying out the terms and intentions of this Agreement.
- 11.14 Acceptance:** The Borrower and Guarantors hereby acknowledge and agree to and with the Bank that on or before 4:00 p.m. on July 26, 2019, the Bank shall have received a copy of the Forbearance Agreement executed by the Borrower and Guarantors. In the event this condition precedent to the Bank agreeing to forbear has not been satisfied, the Bank may elect to rely upon its rights and remedies under the Loan Agreement, the Security or otherwise.

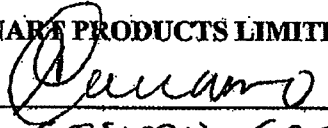
IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement with effect as and from the date first written above.

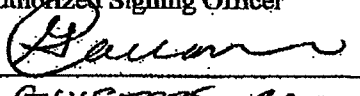
ROYAL BANK OF CANADA

Per: 
 Name: Bob Fick
 Title: Sr. Manager,
 Special Loans and Advisory Services

I Have Authority to Bind the Bank

ALUMINARE PRODUCTS LIMITED

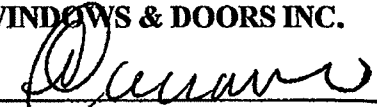
Per: 
 Name: COSIMO CACCAMO
 Title: Authorized Signing Officer

Per: 
 Name: GIUSEPPE CACCAMO
 Title: Authorized Signing Officer

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(Guarantor signatures follow on page 19)

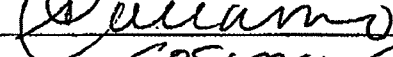
ARCOR WINDOWS & DOORS INC.

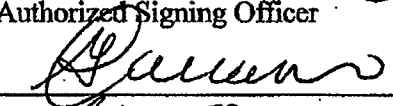
Per: 
Name: COSIMO CACCAMO
Title: Authorized Signing Officer

Per: 
Name: GIUSEPPE CACCAMO
Title: Authorized Signing Officer

I/We Have Authority to Bind the Corporation

N.A.P. WINDOWS & DOORS INC.

Per: 
Name: COSIMO CACCAMO
Title: Authorized Signing Officer

Per: 
Name: GIUSEPPE CACCAMO
Title: Authorized Signing Officer

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SCHEDULE "A"
GUARANTEES

1. Guarantee and Postponement of Claim (Form 812) dated October 22, 2013, limited to the principal amount of \$4,000,000, executed and delivered to and in favour of the Bank by Arcor.
2. Guarantee and Postponement of Claim (Form 812) dated October 22, 2013, limited to the principal amount of \$4,000,000, executed and delivered to and in favour of the Bank by NAP.

SCHEDULE "B"
SECURITY

1. General Security Agreement (Form 924) dated October 22, 2013, executed to and favour of the Bank by the Borrower.
2. General Security Agreement (Form 924) dated October 22, 2013, executed to and favour of the Bank by Arcor.
3. General Security Agreement (Form 924) dated October 22, 2013, executed to and favour of the Bank by NAP.

This is **Exhibit "Q"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

FORBEARANCE EXTENSION AGREEMENT #2

THIS AGREEMENT made as of the 17th day of February, 2020.

AMONG:

ROYAL BANK OF CANADA

(hereinafter referred to as the "Bank")

- and -

ALUMINART PRODUCTS LIMITED

(hereinafter referred to as the "Borrower")

- and -

ARCOR WINDOWS & DOORS INC.

(hereinafter referred to as "Arcor")

- and -

N.A.P. WINDOWS & DOORS INC.

(hereinafter referred to as "NAP")

- and -

SALVATORE CACCAMO

(hereinafter referred to as "Salvatore")

- and -

MARIA CACCAMO

(hereinafter referred to as "Maria")

- and -

GIUSEPPE CACCAMO

(hereinafter referred to as "Giuseppe")

WHEREAS:

1. The Parties entered into a Forbearance Agreement made as of July 17, 2019 ("Forbearance Agreement"), a copy of which is attached hereto as Schedule "A".

2. The Forbearance Period provided for in the Forbearance Agreement expired on October 17, 2019.
3. At the request of the Borrower and Guarantors, the Bank agreed to extend the Forbearance Period to February 17, 2020, as more particularly set out in the Forbearance Extension Agreement made as of October 17, 2019 ("**Forbearance Extension Agreement**"), a copy of which is attached hereto as Schedule "B".
4. The Borrower and the Guarantors have provided to the Bank non-binding offers to finance from Accord Financial Inc. dated February 13, 2020 and Bibby Financial Services (Canada) Inc. dated February 18, 2020, neither of which have been accepted by the Borrower.
5. As a result of the foregoing, the Borrower and the Guarantors have requested that the Bank further extend the Forbearance Period, as extended by the Forbearance Extension Agreement.
6. The Bank has agreed to provide a further extension of the Forbearance Period on the terms and conditions set out herein.

NOW THEREFORE in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

1. All capitalized words and phrases not specifically defined herein shall have the meanings as set out in the Forbearance Agreement and the Forbearance Extension Agreement, as applicable.
2. The last line of section 5.01 of the Forbearance Agreement, as amended by the Forbearance Extension Agreement, is amended by deleting "February 17, 2020" and substituting in its place "April 2, 2020".
3. Subsection 5.02(a) of the Forbearance Agreement, as amended by the Forbearance Extension Agreement, is amended by deleting "February 17, 2020" and substituting in its place "April 2, 2020".
4. The last paragraph of section 5.02 of the Forbearance Agreement, as amended by the Forbearance Extension Agreement, is deleted and substituting in its place "The Borrower, the Guarantors, and the Additional Guarantors acknowledge that the Bank shall have no obligation to continue to forbear after the expiration of the Forbearance Period, and the Indebtedness shall become due and payable on April 2, 2020".
5. Subsection 6.01(t) of the Forbearance Agreement, as amended by the Forbearance Extension Agreement, is hereby amended by deleting "February 17, 2020" and substituting in its place "April 2, 2020".
6. **Forbearance Extension Fee:** A Forbearance Extension Fee in the sum of \$5,000 ("**Forbearance Extension Fee**") shall be paid to the Bank in consideration for the Bank's agreement to further extend the Forbearance Period as set out herein and to compensate the Bank for the time and

expense incurred, and to be incurred, by it in connection with the continued administration of the Credit Facilities during the Forbearance Period, as extended hereby, and such Forbearance Extension Fee is deemed to have been earned by the Bank upon the execution and delivery of this Forbearance Extension Agreement #2. The Forbearance Extension Fee shall be and is hereby deemed to form part of the Indebtedness and secured by the Security. The Forbearance Extension Fee shall be payable by the Borrower immediately upon its execution and delivery of this Forbearance Extension Agreement #2 to the Bank, and in respect of same, the Bank shall be entitled to debit the account of the Borrower in the amount of \$5,000.

7. In all other respects, the Forbearance Agreement and Forbearance Extension Agreement shall remain in full force and effect, and unamended except as amended herein.

IN WITNESS WHEREOF the Parties hereto have duly executed this Forbearance Extension Agreement with effect as and from the date first written above.

ROYAL BANK OF CANADA

Per: 

Name: Jeff Dawson

Title: Sr. Manager,

Special Loans and Advisory Services

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(Acknowledgment signatures follow on page 4)

ALUMINART PRODUCTS LIMITEDPer: Name: GIUSEPPE CACCAMOTitle: DIRECTORPer: Name: COSIMO CACCAMOTitle: PRESIDENT

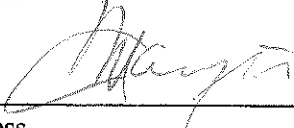
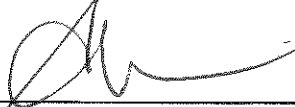
I/We Have Authority to Bind the Corporation

ARCOR WINDOWS & DOORS INC.Per: Name: GIUSEPPE CACCAMOTitle: DIRECTORPer: Name: COSIMO CACCAMOTitle: PRESIDENT

I/We Have Authority to Bind the Corporation

N.A.P. WINDOWS & DOORS INC.Per: Name: GIUSEPPE CACCAMOTitle: DIRECTORPer: Name: COSIMO CACCAMOTitle: PRESIDENT

I/We Have Authority to Bind the Corporation

Witness Witness Witness **SALVATORE CACCAMO**Maria Caccamo**MARIA CACCAMO****GIUSEPPE CACCAMO**

SCHEDULE "A"
FORBEARANCE AGREEMENT

See attached 21 pages.

FORBEARANCE AGREEMENT

THIS AGREEMENT made as of the 17th day of July, 2019.

AMONG:

ROYAL BANK OF CANADA
(hereinafter referred to as the "Bank")

- and -

ALUMINART PRODUCTS LIMITED
(hereinafter referred to as "Borrower")

- and -

ARCOR WINDOWS & DOORS INC.
(hereinafter referred to as the "Arcor")

- and -

N.A.P. WINDOWS & DOORS INC.
(hereinafter referred to as "NAP")

WHEREAS:

1. the Bank has made available certain Credit Facilities to the Borrower on the terms and conditions established under the Loan Agreement;
2. as a result of significant losses incurred by the Borrower and other concerns of the Bank relating to the financial condition of the Borrower, on June 6, 2019, the Bank demanded repayment of the Indebtedness, and issued to the Borrower an NOI Notice;
3. on June 6, 2019 the Bank made demand upon Arcor in respect of its guarantee of the Indebtedness, and issued to Arcor an NOI Notice;
4. on June 6, 2019 the Bank made demand upon NAP in respect of its guarantee of the Indebtedness, and issued to NAP an NOI Notice;
5. each of the Borrower and Guarantors have advised the Bank that they are in the process of negotiating with various parties to secure financing and/or equity injections in order to repay the Indebtedness to the Bank;

6. each of the Borrower and Guarantors have requested that the Bank forbear from enforcing its rights and remedies under the Security so as to provide them with the opportunity to secure the aforesaid financing and/or equity injections; and
7. as an inducement to the Bank agreeing to so forbear, the Borrower and Guarantors have each agreed to enter into this Agreement and to comply with the terms and provisions contained herein, including, without limitation, the terms and provisions of the repayment plan set forth in Article 5 hereto.

NOW THEREFORE in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

ARTICLE 1 INTERPRETATION

1.01 Definitions: Unless otherwise specifically defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Loan Agreement. The following terms shall have the following meanings:

- (a) "Assets" means all of the real and personal property, tangible or intangible and undertakings of the Borrower and Guarantors in respect of which the Bank holds Security;
- (b) "BIA" means the *Bankruptcy and Insolvency Act* (Canada);
- (c) "British Columbia Business Premises" means the property municipally known as B1 - 8775 Jim Bailey Crescent, Kelowna, British Columbia;
- (d) "Business Day" means a day other than a Saturday, Sunday, statutory holiday in the Province of Ontario, or any other day on which the Schedule 1 Canadian Chartered Banks located in the City of Toronto are not open for business during normal banking hours;
- (e) "Business Premises" means collectively, the Ontario Business Premises and British Columbia Business Premises;
- (f) "Credit Facilities" means the credit facilities established by the Bank in favour of the Borrower pursuant to the Loan Agreement;
- (g) "Event of Default" means the occurrence of any one or more of the events set forth in Article 9 of this Agreement;
- (h) "Guarantees" mean the Guarantees and Postponements of Claim executed and delivered to and in favour of the Bank by the Guarantors listed in Schedule "A" attached hereto, and "Guarantee" means the Guarantee delivered by a Guarantor;

- (i) "Guarantors" means collectively, Arcor and NAP, and "Guarantor" means any one of them;
- (j) "Indebtedness" means the amounts set forth in section 2.01 and 2.02;
- (k) "Leases" means the leases of the Business Premises;
- (l) "Loan Agreement" means the Confirmation of Credit Facilities letter dated December 6, 2017, as amended, revised, restated, replaced and supplemented from time to time;
- (m) "NOI Notices" means collectively, the Notices of Intention to Enforce Security delivered to the Borrower and Guarantors by the Bank pursuant to Section 244(1) of the BIA;
- (n) "Ontario Business Premises" means the property municipally known as 1 Summerlea Road, Brampton, Ontario;
- (o) "Parties" means any one or more of the parties referred to in this Agreement, as the context may require;
- (p) "Prime Rate" means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada;
- (q) "Priority Payable Arrears" shall have the meaning ascribed thereto in subsection 7.01(d);
- (r) "Priority Payables" shall have the meaning ascribed thereto in subsection 6.01(k);
- (s) "Priority Payable Authorizations" shall have the meaning ascribed thereto in subsection 6.01(k); and
- (t) "Security" means collectively, all of the security delivered by the Borrower, the Guarantors or any other person, to the Bank as security for the Indebtedness and obligations of the Borrower to the Bank pursuant to the Loan Agreement, or otherwise, or that may be delivered by the Borrower, or any other person, to the Bank to secure the Indebtedness and obligations of the Borrower to the Bank including, without limitation, the Security listed in Schedule "B" attached hereto.

ARTICLE 2

CREDIT FACILITIES

2.01 Acknowledgement of Indebtedness: The Borrower and Guarantors acknowledge that, as at July 22, 2019, the Borrower is indebted to the Bank:

- (a) in respect of a revolving demand facility, in the amount of CDN \$3,856,031.16, comprising principal in the amount of CDN \$3,843,022 and accrued interest to and including July 22, 2019 in the amount of CDN \$13,009.16. Interest continues to accrue

on the aforesaid principal amount at the Bank's prime rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is CDN \$494.85;

- (b) in respect of a revolving demand facility, in the amount of USD \$167,295.37, comprising principal in the amount of USD \$166,665.07 and accrued interest to and including July 22, 2019 in the amount of USD \$630.30. Interest continues to accrue on the aforesaid principal amount at the Bank's US base rate plus 0.75% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current US base rate, is USD \$30.82; and
- (c) in respect of Visa account numbers 4516 0500 0563 9699, 4516 0500 0563 9723, 4516 0500 0627 3332, 4516 0500 0681 7971 and 4516 0550 0772 0772 in the aggregate amount of CDN \$9,788.76, respectively, as at July 22, 2019. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

2.02 Interest, Etc.: The Borrower and Guarantors acknowledge that interest on the amounts set forth in section 2.01 above, as well as all costs, fees, expenses and other monies incurred by the Bank in connection with the Security, the Indebtedness, the collection of the Indebtedness, any appraisals and investigation of the Assets, the enforcement of the Security, the negotiation, preparation and enforcement of this Agreement and any amendments hereto, and the disbursements and full amount of all legal and other professional fees, incurred by the Bank in connection with all of the same shall be added to and are deemed to form part of the Indebtedness.

ARTICLE 3 **ACKNOWLEDGEMENTS**

3.01 Acknowledgements by the Borrower: The Borrower hereby confirms and acknowledges to the Bank that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Indebtedness is due and owing to the Bank and the Borrower has no right or claim of set-off, counter-claim, damages or any similar right or claim against the Bank in connection with the Indebtedness;
- (c) the Bank had the right to demand repayment of the Indebtedness and the right, as at the date hereof, to enforce the Security as the 10 day periods set out in the NOI Notices have expired;
- (d) the Security is, and any other security delivered by the Borrower, or any other person, to the Bank to secure the Indebtedness after the date hereof will be, in full force and effect, constitute legal, valid and binding obligations of the Borrower, or the person granting such security, enforceable against the Borrower, and the person granting the security,

and the Borrower hereby waives and agrees not to assert or cause to be asserted on its behalf, and is hereby estopped from asserting or causing to be asserted on its behalf, any defences or rights with respect to the legal effect of the Security or the legality, validity or binding effect of the obligations of the Borrower thereunder and the enforceability of same;

- (e) except as provided for in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the Borrower a written waiver of any such rights; and
- (f) the Borrower has been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and has done so.

3.02 Acknowledgements by the Guarantors: The Guarantors hereby acknowledge and confirm that:

- (a) each of the foregoing recitals are true and accurate both in substance and in fact;
- (b) the Bank had the right to demand repayment of the Indebtedness and the right, as at the date hereof, to enforce the Security as the 10 day periods set out in the NOI Notices have expired;
- (c) the Indebtedness is due and owing to the Bank and the Borrower has no right or claim of set-off or any similar right or claim against the Bank in connection with the Indebtedness;
- (d) the Security is, and any other security delivered by the Borrower, or any other person, to the Bank, including any of the Guarantors, to secure the Indebtedness after the date hereof, will be in full force and effect, constitute legal, valid and binding obligations of the Borrower, or the person granting such Security, and any other security delivered by the Borrower, or any other person, will be enforceable against the Borrower, and the person granting such Security, and the Guarantors hereby waive and agree not to assert or cause to be asserted on behalf of any of them, and are hereby estopped from asserting or causing to be asserted on behalf of any of them, any defences or rights in relation to any matter, cause or thing whatsoever existing to the date hereof with respect to the legal effect of the Security or the legality, validity or binding effect of the obligations of the Borrower thereunder and the enforceability of same;
- (e) there is no dispute respecting the liability of the Guarantors in connection with the Indebtedness and the obligations of the Guarantors to repay the Indebtedness according to the provisions of the Guarantee delivered by a Guarantor;

- (f) the Guarantee delivered by a Guarantor is in full force and effect, constitutes legal, valid and binding obligations of the Guarantor, is enforceable against the Guarantor and the Guarantor hereby waives and agrees not to assert or cause to be asserted on its behalf, and is hereby estopped from asserting or causing to be asserted on its behalf, any defences or rights with respect to the legal effect of the Guarantees or the legality, validity or binding effect of the obligations of the Guarantor thereunder and the enforceability of same;
- (g) they consent to the Borrower entering into this Agreement;
- (h) notwithstanding the terms of the Guarantees, the Security, the Loan Agreement, this Agreement, or of any other agreement, whether written or oral, between the Bank, the Borrower and Guarantors, the Bank shall be entitled to rely upon the Guarantees in respect of any amounts comprising the Indebtedness;
- (i) except as provided in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and delivers to the Borrower or applicable Guarantor a written waiver of any such rights following the date hereof; and
- (j) the Guarantors have been provided with a reasonable opportunity to seek legal advice with respect to the execution and delivery of this Agreement and have done so.

3.03 Tolling Provisions:

- (a) As of the date hereof and continuing until the termination of the Forbearance Period and thereafter until the termination of the tolling arrangements hereof in the manner provided for at paragraph 3.03(b) and whether or not demand for payment or NOI Notices have previously been delivered by the Bank in respect of all of the Indebtedness, the Bank, the Borrower and all Guarantors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the Indebtedness, the Security, and any entitlements arising from the Indebtedness or the Security and any other related matters, and each of the parties confirms that this agreement is intended to be an agreement to suspend or extend the basic limitation period, provided by Section 4 of the *Limitations Act, 2002* (Ontario) as well as the ultimate limitation period provided by Section 15 of the *Limitations Act, 2002* (Ontario) in accordance with the provisions of Section 22(2) of the *Limitations Act, 2002* (Ontario) and as a business agreement in accordance with the provisions of Section 22(5) of the *Limitations Act, 2002* (Ontario) and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such application statute of limitations, contractual limitations, or any time related doctrine including waiver, estoppel or laches; and

- (b) The tolling provisions of this Forbearance Agreement will terminate upon any party providing the others with 60 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 60 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Indebtedness, the Security or any entitlements arising from the Indebtedness or the Security and any other related matters, will recommence running as of the effective date of such notice, and for greater certainty the time during which the limitation period is suspended pursuant to the tolling provisions of this Forbearance Agreement shall not be included in the computation of any limitation period.

ARTICLE 4 WAIVER AND RELEASE

- 4.01 Waiver and Release: The Borrower and Guarantors hereby acknowledge and agree that the Bank's administration of the Credit Facilities, and its conduct and actions in dealing with the Borrower and Guarantors, have been fair and reasonable and hereby waive and agree not to assert or cause to be asserted on behalf of any of them, and are hereby estopped from asserting or causing to be asserted on behalf of any of them, any defences, rights or claims on any grounds whatsoever with respect to such administration, conduct, action and dealings, and hereby absolutely, unconditionally and irrevocably release and remise the Bank (and its present and former, affiliates, subsidiaries, divisions, predecessors, directors, officers, employees, agents and other representatives and their successors and assigns) of and from any and all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any other claims, counterclaims, defences, rights of set-off, demands and liabilities of any nature and kind whatsoever, known or unknown, both at law and in equity that the Borrower or Guarantors or any of their successors, assigns, or other legal representatives may now or hereafter have against the Bank. Further, in executing and delivering this Agreement, the Borrower and Guarantors hereby acknowledge and agree that they are acting freely and without duress and that this release may be pleaded as a full and complete defence and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of that release and that no fact, event, circumstance, evidence or transaction which could now be asserted or which may later be discovered will affect in any manner the final, absolute and unconditional nature of this release.

The Borrower and Guarantors hereby further acknowledge and agree that they waive any and all rights they may have to assess any of the legal, agent or consulting fees previously paid or payable by the Bank to its solicitors or payable to its solicitors in the future in connection with or in any way related to the negotiation, preparation and enforcement of this Agreement and any amendments hereto, the collection of the Indebtedness and the enforcement of the Security, whether such right of assessment arises pursuant to the *Solicitors Act* (Ontario) or under any other law or statute.

ARTICLE 5
FORBEARANCE

- 5.01 **Implementation:** The Borrower and Guarantors hereby covenant and agree to and with the Bank that: (i) they shall, and each shall ensure that the other, honours and fulfils the terms and provisions of the Reporting and Repayment Plan set forth in this Article 5; and (ii) the Indebtedness shall be repaid by no later than October 17, 2019;
- 5.02 **Forbearance Period:** Subject to the terms and conditions of this Agreement, the Bank agrees that it will forbear from the exercise of its rights and remedies against the Borrower and Guarantors in respect of the Indebtedness for the period of time ("Forbearance Period") commencing with the execution and delivery of this Agreement until the earlier of:
- (a) October 17, 2019; or
 - (b) the Bank becomes aware of an Event of Default that occurred prior to the date hereof that was not disclosed to it by the Borrower; or
 - (c) the occurrence of an Event of Default following the date hereof.

The Borrower and Guarantors acknowledge that the Bank shall have no obligation to continue to forbear after the expiration of the Forbearance Period, and that the Indebtedness as reduced hereunder shall become due and payable on October 17, 2019.

- 5.03 **Forbearance Fee:** A forbearance fee in the sum of \$2,500 (the "Forbearance Fee") shall be paid to the Bank in consideration for the Bank's agreement to forbear as set out herein and to compensate the Bank for the time and expense incurred, and to be incurred, by it in connection with the administration of the Credit Facilities during the Forbearance Period and such Forbearance Fee is deemed to have been earned by the Bank upon the execution and delivery of this Agreement. The Forbearance Fee shall be and is hereby deemed to form part of the Indebtedness and secured by the Security. The Forbearance Fee shall be payable by the Borrower immediately upon its execution and delivery of this Agreement to the Bank, and in respect of same, the Bank shall be entitled to debit the account of the Borrower in the amount of \$2,500.
- 5.04 **Servicing and Reduction of the Indebtedness:** Notwithstanding any other provisions of this Agreement, the Borrower shall honour all payment obligations in accordance with the provisions of the Loan Agreement and cause the Indebtedness to be permanently reduced as follows:
- (a) pay to the Bank the proceeds from all sales, transfers or other disposition of the Assets, or any portion thereof, outside of the ordinary course of the Borrower's business, shall be paid directly to the Bank to permanently reduce the Indebtedness.

Notwithstanding any of the foregoing, the Bank reserves the right to apply the monies received under section 5.04 against the Indebtedness in such manner as it determines in its sole and absolute discretion.

ARTICLE 6
COVENANTS

6.01 The Borrower and Guarantors hereby jointly and severally covenant and agree with the Bank as follows:

- (a) **Maintain Corporate Status:** The Borrower and Guarantors shall maintain their corporate existence as valid and subsisting corporate entities;
- (b) **No Additional Shares:** The Borrower and Guarantors shall not issue any additional shares from treasury, or permit any of their shares to be transferred or redeemed except with the prior written consent of the Bank;
- (c) **No Corporate Changes:** The Borrower and Guarantors shall not merge, amalgamate or consolidate with any other corporation except with the prior written consent of the Bank;
- (d) **No Further Obligations:** The Borrower and Guarantors shall not incur or become liable for any borrowed money, or for the purchase price of assets, obligations and leases (except in the ordinary course of business in accordance with past practice), obligations under letters of credit or guarantees or indemnities, obligations given pursuant to bankers' acceptances or indemnities in connection therewith, or any contingent obligation, including, without limitation, guarantees, endorsements or bills of exchange, obligations to purchase assets (except in the ordinary course of business in accordance with past practice) and obligations to make advances or otherwise provide financial assistance to any other entity without the prior written consent of the Bank, provided however that nothing herein shall preclude the Borrower or Guarantors from incurring and becoming liable for borrowed money provided the same is used by the Borrower and Guarantors to repay the Indebtedness in accordance with and pursuant to this Agreement;
- (e) **Notice of Proceedings:** The Borrower and Guarantors shall deliver to the Bank prompt notice of any dispute, litigation, arbitration or administrative proceedings affecting any of their Assets that is before or of any court, arbitration, tribunal or governmental authority;
- (f) **No Agreements:** Except as expressly permitted herein, the Borrower and Guarantors shall not enter into any agreement or employ any strategy, either directly or indirectly, which would affect the ranking of the Security, encumber, restrict or otherwise impair their Assets or the marketability thereof and the Borrower shall work diligently toward the overall implementation of this Agreement.
- (g) **No Further Security:** The Borrower and Guarantors shall not grant, execute or deliver any security interests, mortgages, hypothecs, liens, charges, pledges or other encumbrances whatsoever to any person, firm, corporation or other legal entity without the prior written consent of the Bank; however, nothing herein shall preclude the Borrower or Guarantors from granting security against their Assets provided the same is

delivered to secure borrowed money that is used by the Borrower and Guarantors to repay the Indebtedness in accordance with and pursuant to this Agreement;

- (h) **Payment of Bonuses, Etc.:** The Borrower and Guarantors shall not, without the prior written consent of the Bank, incur any capital expenditures, or make any payments, whether directly or indirectly, to any of their shareholders, whether by way of dividends, capital dividends, redemption or retraction of shares, bonuses or otherwise, except for salaries in the ordinary course of business consistent with past practice.
- (i) **No Repayment to Related Persons:** Until the Indebtedness is repaid in full, there shall be no repayment of any amounts owing by any Borrower or Guarantors to any "related person" as such term is defined under the BIA, without the prior written consent of the Bank;
- (j) **Notice of Event of Default:** The Borrower and Guarantors shall give to the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;
- (k) **Statutory Remittances:** Save and except for the Priority Payable Arrears, the Borrower and Guarantors shall keep current all amounts owing by them to the Crown, including, without limitation, amounts owing under the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), the *Retail Sales Tax Act* (Ontario) and any other federal or provincial laws which could give rise to a claim against the Bank in priority to the Security held by the Bank against the Assets (as the case may be) (collectively, the "Priority Payables"). The Borrower and Guarantors hereby authorize and direct any entity having information in respect of the Priority Payables to release such information to the Bank or its agents to assist the Bank in evaluating the existence and extent of any indebtedness owing by the Borrower or Guarantors to such entity and the Borrower and Guarantors shall at the request of the Bank execute and deliver such authorizations and consents as the Bank may require in respect of same (the "Priority Payable Authorizations");
- (l) **No Movement of Assets:** The Assets shall not be moved or otherwise relocated from any premises where the Assets are now situate; and
- (m) **Bank Account:** The Borrower and Guarantors shall ensure that all monies generated by them in the course of their respective business operations are deposited into any account maintained by the Borrower at the Bank, and the Borrower shall only maintain accounts at the Bank;
- (n) **Compliance:** The Borrower and Guarantors shall comply, and each shall ensure that the other complies, in all respects with all terms and provisions of this Agreement, the Loan Agreement and the Security;
- (o) **Leases:** The Borrower and Guarantors shall ensure that they maintain the Leases and any and all other leases respecting premises upon which they carry on their business operations, or upon which the Assets, or any part thereof, may at any time be situate, in

good standing, including, without limitation the payment of rent (and all taxes and other charges payable as rent) when due under such leases;

- (p) **Environmental Compliance:** The Borrower and Guarantors shall comply with all applicable environmental laws respecting the ownership and operation of their businesses and keep in good standing all environmental permits required to operate their businesses;
- (q) **Account Debit Authorization:** The Borrower and Guarantors hereby authorize and direct the Bank to automatically debit, by mechanical, electronic or manual means, any account in any of their names for all amounts payable under this Agreement;
- (r) **Co-operation On Enforcement:** Should an Event of Default occur and the Bank exercises its rights and remedies under this Agreement, the Security or the Loan Agreement, the Borrower and Guarantors shall assist the Bank in the exercise of such rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets;
- (s) **Progress Reports:** The Borrower shall deliver to the Bank, and the Guarantors shall cause the Borrower to deliver to the Bank, on a monthly basis, commencing August 1, 2019, and on the first Business Day of each month thereafter, a report on the Borrower's progress in obtaining financing and/or equity injections, such reports to include copies of all loan applications, responses to loan applications, term sheets, commitments, letters of interest, and any other documents or information the Bank or its agents and representatives may request, detailing the Borrower's efforts to obtain financing and/or equity injections, such reports to be in form and substance satisfactory to the Bank; and
- (t) **Payment of Priority Payables:** The Borrower and Guarantors shall provide to the Bank, evidence satisfactory to the Bank in its sole and absolute discretion, that the Priority Payable Arrears have been paid on or before October 17, 2019. Contemporaneously with the repayment of the indebtedness, each of the Borrower and Guarantors shall provide evidence to the Bank, in form and substance satisfactory to the Bank in its sole and absolute discretion, that all Priority Payables are current.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.01 Representations and Warranties: The Borrower and Guarantors represent and warrant to and in favour of the Bank and acknowledge that the Bank is relying upon such representations and warranties in entering into this Agreement as follows:

- (a) the Borrower and Arcor are corporations duly incorporated, organized and subsisting under the laws of the Province of Ontario, and NAP is a corporation duly incorporated, organized and subsisting under the laws of British Columbia;
- (b) the Borrower and Guarantors have all necessary power and authority and are duly qualified and hold all necessary licenses and/or registrations to carry on their respective

business as now conducted and to enter into and perform their respective obligations under this Agreement;

- (c) the execution, delivery and performance of this Agreement by the Borrower and Guarantors and the performance of their respective obligations hereunder:
 - (i) have been duly authorized by all necessary corporate actions;
 - (ii) do not conflict with or result in a breach or violation of or constitute a default under;
 - A. the constating documents or by-laws of the Borrower or Guarantors;
 - B. any law, rule, regulation, order, judgment, writ, injunction or decree applicable to the Borrower or Guarantors; and
 - C. any commitment, agreement or other instrument to which a Borrower is now a party or otherwise bound; and
 - (iii) does not require the consent or approval of any third party;
- (d) with the exception of \$188,400.06 owing by the Borrower to Canada Revenue Agency in respect of harmonized sales tax arrears owing under the *Excise Tax Act* as of the date hereof ("Priority Payable Arrears"), all amounts owing by the Borrower and Guarantors under the *Income Tax Act* (Canada), *Excise Tax Act* (Canada), *Retail Sales Tax Act* (Ontario) and any other federal or provincial laws which could give rise to a claim against the Bank in priority to the Security, are current, including, without limitation, in respect of source deductions and harmonized sales tax and there are no amounts owing to Canada Revenue Agency, the Province of Ontario, or any other federal or provincial government agency or body that may give rise to the issuance of a third party requirement to pay or any similar such demand notice;
- (e) there is no matter, fact or event which is known to the Borrower or Guarantors that has not been disclosed to the Bank which constitutes an Event of Default or is likely to have a material adverse affect on the performance of their respective obligations under this Agreement, or have a material adverse affect on the Assets or the operations of the Borrower or Guarantors, and the Borrower and Guarantors have conducted such investigations as they consider reasonably necessary to make this representation and warranty;
- (f) no proceeding or action has been taken or commenced by any person against the Borrower or Guarantors in respect of any amounts owing by them to any person; and
- (g) the Leases, and any other lease to which the Borrower or any Guarantor is a party, remains in full force and effect, and neither the Borrower nor any Guarantor is in breach of any of its obligations or covenants thereunder.

- 7.02 **Non-Merger:** The representations and warranties set forth herein shall survive the execution and delivery of this Agreement, and shall continue in full force and effect until the repayment of the Indebtedness.

ARTICLE 8 **SECURITY**

- 8.01 **Security:** The Security shall continue to be held by the Bank hereunder.
- 8.02 **Cross Collateralization:** All Security held by the Bank shall be held as security for all Indebtedness. For greater certainty, the Borrower and Guarantors hereby acknowledge and agree that upon the occurrence of an Event of Default, the Bank shall be entitled to enforce its rights under the Security, or any part thereof, against the Assets, or any portion thereof, to the extent of the Indebtedness.
- 8.03 **Access to Assets:** The Borrower and Guarantors shall provide access to the Bank or its agents during normal business hours, to enter upon any premises from which the Borrower or Guarantors carry on business and any property where the Assets are located to inspect the Assets or to have appraisals made of the Assets, and to examine and make copies of all books and records relating thereto including any books and records required by the Bank, its representatives or agents to confirm, among other things, that the Priority Payables are current. All costs in connection with such appraisals, testing and enquires shall form and are hereby deemed to form part of the Indebtedness.

ARTICLE 9 **DEFAULT**

- 9.01 **Events of Default:** Each of the following events shall constitute an Event of Default under this Agreement:
- (a) any default or failure in the observance or performance of any payment, covenant, obligation or agreement contained herein and/or under the Security and/or under the Loan Agreement by the Borrower and/or the Guarantors;
 - (b) the occurrence of any Event of Default under the Security and/or under the Loan Agreement;
 - (c) any representation, warranty or statement contained herein and/or in the Security and/or in the Loan Agreement which is or proves to be untrue or incorrect;
 - (d) the receipt by the Bank of a demand or requirement for payment from the Canada Revenue Agency, the Province of Ontario, or any other federal or provincial governmental agency or body, as a result of arrears of monies owing by the Borrower or the Guarantors which shall include, without limitation, on account of employee source deductions, harmonized sales tax, corporate tax, employee health tax, employee vacation pay, provincial pension contributions;

- (e) the Bank determining that a material adverse change has occurred in the financial condition, ownership structure or composition or operation of the Borrower or any Guarantor;
- (f) the Borrower or any Guarantor taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrower or any Guarantor in respect of the liquidation, dissolution or winding-up of the Borrower or any Guarantor, including, without limitation, any action or proceeding under the *Winding Up and Restructuring Act*, the *Business Corporations Act* (Ontario), or other similar legislation whether now or hereinafter in effect;
- (g) the Borrower or any Guarantor taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against the Borrower or any Guarantor relating to the reorganization, readjustment, compromise or settlement of the debts owed by the Borrower or any Guarantor to their creditors where such reorganization, readjustment, compromise or settlement affects a substantial portion of the Assets, including, without limitation, the filing of a notice of intention to make a proposal or the filing of a proposal pursuant to the provisions of the BIA, the making of an order under the *Companies Creditors Arrangements Act* (Canada) or the commencement of any similar action or proceeding by the Borrower or any Guarantor;
- (h) the Borrower or any Guarantor committing or threatening to commit any act of bankruptcy pursuant to or set out under the provisions of the BIA;
- (i) the filing of a Bankruptcy Application for a Bankruptcy Order against the Borrower or any Guarantor pursuant to the provisions of the BIA;
- (j) any execution, sequestration or other process of any court or other tribunal becoming enforceable against the Borrower or any Guarantor or a distress or analogous action or proceeding being taken, commenced or issued against the Borrower or any Guarantor or levied upon or in respect of the Assets or any part thereof, or any lien, trust claim or any other right or entitlement against or in respect of the Assets or any part thereof becoming effective, including, without limitation, a warrant of distress of any rent in respect of any premises occupied by the Borrower or any Guarantor or any premises in or upon which the Assets or any part thereof may at any time be situate; and
- (k) a receiver, receiver and manager, agent, liquidator or other similar administrator being appointed in respect of the Assets, or any part thereof, or the taking by a secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights of possession to the Assets or any part thereof.

9.02 Waiver: The Bank may waive in writing any Event of Default, in its sole and absolute discretion, but no such waiver shall constitute a waiver of any other Event of Default.

ARTICLE 10
REMEDIES ON DEFAULT

10.01 Enforcement: Upon the occurrence of an Event of Default:

- (a) the Bank may immediately terminate its agreement to forbear as set forth in section 5.02 hereof and shall be entitled to enforce all of its rights and remedies against the Borrower and Guarantors;
- (b) the Borrower and Guarantors shall assist the Bank in the exercise of its rights and remedies, including, without limitation, assisting the Bank in securing possession of the Assets, or any part thereof, and providing such assistance as is requested in the sale of same;
- (c) the Borrower and Guarantors hereby consent to the Bank immediately enforcing its rights under this Agreement, the Loan Agreement and the Security, including, without limitation, the appointment of a receiver or receiver and manager, by way of private appointment or on an application to the Superior Court of Justice (Ontario) (Commercial List), against the Assets, and shall execute such consents as the Bank requests, and if the Borrower or any Guarantor fails to execute such consent when requested to do so by the Bank, the agreement of the Borrower and Guarantors to do so herein shall be deemed to constitute the irrevocable consent of the Borrower and the Guarantors to the earlier enforcement by the Bank of the Security;
- (d) the Borrower and Guarantors shall, immediately upon receipt from the Bank or its counsel of a Notice of Disposition pursuant to the provisions of subsection 63(4) of the *Personal Property Security Act* (Ontario), consent to the immediate disposition of the Assets by the Bank and should the Borrower or any Guarantor fail to execute such consent when requested to do so by the Bank, the agreement of the Borrower and Guarantors to do so herein shall be deemed to constitute the irrevocable consent of the Borrower and Guarantors to the immediate disposition of the Assets by the Bank;
- (e) the Borrower and Guarantors shall, immediately upon the filing by the Bank of a Bankruptcy Application for a Bankruptcy Order against the Borrower or any Guarantor forthwith consent to an immediate Bankruptcy Order being made against it and should the Borrower or any Guarantor fail to execute such consent when requested to do so by the Bank, the consent of the Borrower and the Guarantors to do so herein shall be deemed to constitute the irrevocable consent to such Bankruptcy Order; and
- (f) each of the Guarantors shall, immediately upon commencement of an action or actions by the Bank under the Guarantees, and under any and all Security executed and delivered by the Guarantors, or any one of them, to and in favour of the Bank, consent to judgment in an amount equal to the amount guaranteed if the Indebtedness associated with such Guarantee is equal to or exceeds the guaranteed amount, or alternatively, consent to judgment in an amount equal to the amount of the Indebtedness associated with such Guarantee if the Indebtedness is less than the amount guaranteed by the Guarantor and, provided that, in each case (where applicable), and in the sole discretion

of the Bank, such judgment may contain a writ of possession in respect of the assets of the Guarantors. In the event the Bank proceeds to take out a judgment against the Guarantors, or any one of them, an affidavit of an authorized representative of the Bank as to the Indebtedness shall be conclusive evidence thereof.

ARTICLE 11
GENERAL

- 11.01 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or discussions between the Parties whether written or oral.
- 11.02 **Headings:** The headings in this Agreement are provided for convenience of reference only and should not be considered to form part hereof for the purpose of interpreting or construing or applying this Agreement and such headings shall not define, limit, extend or describe the scope of this Agreement or any of its terms and conditions.
- 11.03 **Schedules:** Schedules "A" and "B" attached hereto form an integral part of this Agreement.
- 11.04 **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable.
- 11.05 **Notices:** Any notice required or permitted to be given hereunder or any tender or delivery of documents may be given in writing by personal delivery, facsimile or other electronic transmission to the Borrower, the Guarantors and the Bank at the following addresses:

To the Borrower and Guarantors at:

1 Summerlea Road
Brampton, ON L6T 4V2
Attn: Cosimo Caccamo
Email: cosimopolitan@hotmail.com

with a courtesy copy to:

Miller Thomson LLP
40 King Street West, Suite 5800
P.O. Box 1011
Attn: Craig Mills
Fax: 416.595.8695
Email: cmills@millerthomson.com

To the Bank at:

20 King Street West
2nd Floor

Toronto, ON M5H 1C4
 Attn: Bob Fick
 Fax: 416-974-0528
 Email: bob.fick@rbc.com

with a courtesy copy to:

Minden Gross LLP
 145 King Street West
 Suite 2200
 Toronto, ON M5H 4G2
 Attention: Kenneth L. Kallish
 Fax: 416-864-9223
 Email: kkallish@mindengross.com

The date of receipt of such notice shall be the date of the actual delivery to the address specified if delivered or the date of actual transmission to the telecopier number (if telecopied) or the date of actual electronic transmission, unless such date is not a Business Day, in which event the date of receipt shall be the next Business Day immediately following the date of such delivery or transmission.

- 11.06 No Prejudice:** The provisions hereof shall operate and apply without prejudice to any rights which the Bank may now or in the future have in respect of the Indebtedness, or other liabilities or obligations, whether direct or indirect, matured or not, contingent or otherwise, of the Borrower to the Bank.
- 11.07 Successors and Assigns:** This Agreement may be assigned by the Bank in its sole and absolute discretion, but shall not be assigned by the Borrower or the Guarantors unless authorized by the Bank in writing and this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, heirs and legal personal representatives (as applicable).
- 11.08 Timely Performance:** It is intended by all Parties to this Agreement that all obligations hereunder will be performed strictly in accordance with the provisions of this Agreement and in a timely manner, with time being of the essence hereof. Accordingly, should default occur in the timely performance of any of the obligations by any Borrower for any reason, whether within or beyond its control, the Bank shall, upon the occurrence of such default, be entitled to rely strictly on its rights and remedies as set forth in this Agreement and under the Loan Agreement and the Security.
- 11.09 Relationship of Parties:** Nothing in this Agreement shall be construed to change the relationship existing between the Borrower and the Bank to one other than the debtor/creditor relationship as it now exists. This Agreement is not entered into, nor shall it create, a partnership, joint venture or agency relationship between the Bank and any of the Parties hereto.
- 11.10 Counterparts and Electronic Execution:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which taken together

shall be deemed to constitute one and the same agreement. A facsimile or other electronic transmission received by each Party of the other Parties signatures shall serve to confirm the execution thereof by each such party.

- 11.11 Governing Law:** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada as are applicable therein.
- 11.12 No Amendment:** This Agreement shall not be amended unless such amendments are in writing and signed by all Parties.
- 11.13 Further Assurances:** The Borrower and Guarantors each hereby agree to sign or execute all such other documents and do such other things as may be necessary or desirable for more completely and effectively carrying out the terms and intentions of this Agreement.
- 11.14 Acceptance:** The Borrower and Guarantors hereby acknowledge and agree to and with the Bank that on or before 4:00 p.m. on July 26, 2019, the Bank shall have received a copy of the Forbearance Agreement executed by the Borrower and Guarantors. In the event this condition precedent to the Bank agreeing to forbear has not been satisfied, the Bank may elect to rely upon its rights and remedies under the Loan Agreement, the Security or otherwise.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement with effect as and from the date first written above.

ROYAL BANK OF CANADA

Per: 

Name: Bob Fick

Title: Sr. Manager,
Special Loans and Advisory Services

I Have Authority to Bind the Bank

ALUMINARE PRODUCTS LIMITED

Per: 

Name:

COSIMO CACCAMO

Title: Authorized Signing Officer

Per: 

Name:

GIUSEPPE CACCAMO

Title: Authorized Signing Officer

I/We Have Authority to Bind the Corporation

(Guarantor signatures follow on page 19)

ARCOR WINDOWS & DOORS INC.

Per: [Signature]
Name: COSIMO CACCAMO
Title: Authorized Signing Officer

Per: [Signature]
Name: GIUSEPPE CACCAMO
Title: Authorized Signing Officer

I/We Have Authority to Bind the Corporation

N.A.P. WINDOWS & DOORS INC.

Per: [Signature]
Name: COSIMO CACCAMO
Title: Authorized Signing Officer

Per: [Signature]
Name: GIUSEPPE CACCAMO
Title: Authorized Signing Officer

I/We Have Authority to Bind the Corporation

SCHEDULE "A"
GUARANTEES

1. Guarantee and Postponement of Claim (Form 812) dated October 22, 2013, limited to the principal amount of \$4,000,000, executed and delivered to and in favour of the Bank by Arcor.
2. Guarantee and Postponement of Claim (Form 812) dated October 22, 2013, limited to the principal amount of \$4,000,000, executed and delivered to and in favour of the Bank by NAP.

SCHEDULE "B"
SECURITY

1. General Security Agreement (Form 924) dated October 22, 2013, executed to and favour of the Bank by the Borrower.
2. General Security Agreement (Form 924) dated October 22, 2013, executed to and favour of the Bank by Arcor.
3. General Security Agreement (Form 924) dated October 22, 2013, executed to and favour of the Bank by NAP.

SCHEDULE "B"
FORBEARANCE EXTENSION AGREEMENT

See attached 6 pages.

FORBEARANCE EXTENSION AGREEMENT

THIS AGREEMENT made as of the 17th day of October, 2019.

AMONG:

ROYAL BANK OF CANADA
(hereinafter referred to as the "Bank")

- and -

ALUMINART PRODUCTS LIMITED
(hereinafter referred to as the "Borrower")

- and -

ARCOR WINDOWS & DOORS INC.
(hereinafter referred to as "Arcor")

- and -

N.A.P. WINDOWS & DOORS INC.
(hereinafter referred to as "NAP")

- and -

SALVATORE CACCAMO
(hereinafter referred to as "Salvatore")

- and -

MARIA CACCAMO
(hereinafter referred to as "Maria")

- and -

GIUSEPPE CACCAMO
(hereinafter referred to as "Giuseppe")

WHEREAS:

1. the Parties entered into a Forbearance Agreement made as of July 17, 2019 ("Forbearance Agreement"), a copy of which is attached hereto as Schedule "A".
-

2. the Borrower and the Guarantors have advised the Bank that they require additional time to repay the Indebtedness, and have requested that the Bank extend the Forbearance Period.
3. the Bank has agreed to provide such additional time and extend the Forbearance Period provided that the Additional Guarantors execute and deliver to the Bank the Additional Guarantee, and that Salvatore and Maria execute and deliver to the Bank the Collateral Mortgage.

NOW THEREFORE in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

1. All capitalized words and phrases not specifically defined herein shall have the meanings as set out in the Forbearance Agreement.
2. Section 1.01 of the Forbearance Agreement is amended by adding the following definitions:
 - (u) "Additional Guarantee" means a joint and several guarantee limited to the amount of \$1,000,000 executed and delivered to the Bank by each of Salvatore, Maria and Giuseppe;
 - (v) "Collateral Mortgage" means a collateral mortgage/charge in the principal amount of \$1,000,000 to be executed and delivered by Salvatore and Maria to and in favour of the Bank to be registered on title to the Real Property; and
 - (w) "Real Property" means the real property owned by Salvatore and Maria municipally known as 1 Wishing Well Court, Vaughan, Ontario and legally described in PIN #03347-0730 (LT).
3. The last line of section 5.01 is amended by deleting "October 17, 2019" and substituting in its place "February 17, 2020".
4. Subsection 5.02(a) is amended by deleting "October 17, 2019" and substituting in its place "February 17, 2020".
5. The last paragraph of section 5.02 is deleted and substituting in its place "The Borrower, the Guarantors, and the Additional Guarantors acknowledge that the Bank shall have no obligation to continue to forbear after the expiration of the Forbearance Period, and the Indebtedness shall become due and payable on February 17, 2020".
6. Subsection 6.01(t) is hereby amended by deleting "October 17, 2019" and substituting in its place "February 17, 2020".
7. Acknowledgements by the Additional Guarantors: The Additional Guarantors hereby acknowledge and confirm that:
 - (a) each of the foregoing recitals are true and accurate both in substance and in fact;

- (b) the Bank had the right to demand repayment of the Indebtedness and the right, as at the date hereof, to enforce the Security as the 10 day periods set out in the NOI Notices have expired;
- (c) the Indebtedness is due and owing to the Bank and the Borrower has no right or claim of set-off or any similar right or claim against the Bank in connection with the Indebtedness;
- (d) the Security is, and the Collateral Mortgage when delivered to the Bank by Salvatore and Maria will be, in full force and effect, constitute legal, valid and binding obligations of the Borrower, Salvatore and Maria, will be enforceable against the Borrower, Salvatore and Maria, and Salvatore and Maria hereby waive and agree not to assert or cause to be asserted on behalf of either of them, and are hereby estopped from asserting or causing to be asserted on behalf of either of them, any defences or rights in relation to any matter, cause or thing whatsoever existing with respect to the legal effect of the Security and Collateral Mortgage or the legality, validity or binding effect of the obligations of the Borrower, Salvatore and Maria thereunder and the enforceability of same;
- (e) there is no dispute respecting the liability of the Additional Guarantors in connection with the Indebtedness and the obligations of the Additional Guarantors to repay the Indebtedness according to the provisions of the Additional Guarantee delivered by the Additional Guarantors;
- (f) the Additional Guarantee delivered by the Additional Guarantors is in full force and effect, constitutes legal, valid and binding obligations of the Additional Guarantors, is enforceable against the Additional Guarantors, and the Additional Guarantors hereby waive and agree not to assert or cause to be asserted on their behalf, and is hereby estopped from asserting or causing to be asserted on their behalf, any defences or rights with respect to the legal effect of the Additional Guarantee or the legality, validity or binding effect of the obligations of the Additional Guarantors thereunder and the enforceability of same;
- (g) they consent to the Borrower entering into this Agreement;
- (h) notwithstanding the terms of the Additional Guarantee, the Security, the Loan Agreement, this Agreement, or of any other agreement, whether written or oral, between the Bank, the Borrower and Additional Guarantors, the Bank shall be entitled to rely upon the Additional Guarantee in respect of any amounts comprising the Indebtedness;
- (i) except as provided in this Agreement, the Bank (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action which would constitute a waiver of its right to take any enforcement action in connection with the enforcement of the Security, or which would estop it from so doing and that no statement, representation, promise, act or omission by the Bank or its employees or agents shall create such a waiver or estoppel unless the Bank executes and

delivers to the Borrower or the Additional Guarantors a written waiver of any such rights following the date hereof; and

- (j) the Additional Guarantors shall seek and obtain legal advice with respect to the execution and delivery of this Agreement and the Additional Guarantee, and with respect to Salvatore and Maria, the Collateral Mortgage.
8. Representations and Warranties of Salvatore and Maria: Each of Salvatore and Maria represent and warrant to and in favour of the Bank, and acknowledge that the Bank is relying upon such representations and warranties in entering into this Agreement, as follows:
- (a) on or about April 5, 2019, Bank of Nova Scotia ("BNS") advanced to them the principal amount of \$2,040,000, which amount is secured by a collateral mortgage in the principal amount of \$2,850,000 ("BNS Mortgage") registered against the Real Property on April 5, 2019;
 - (b) as at November 8, 2019, the outstanding principal amount secured by the BNS Mortgage is \$2,016,087; and
 - (c) Salvatore and Maria have no other direct or indirect monetary or other obligations owing to BNS.
9. Covenants of Additional Guarantors: The Additional Guarantors hereby covenant and agree with the Bank that:
- (a) each of the Additional Guarantors shall, upon receipt of the Additional Guarantee, seek and obtain independent legal advice, and deliver to the Bank executed Certificates of Independent Legal Advice, and Additional Guarantee, within 4 Business Days of such receipt;
 - (b) each of Salvatore and Maria shall, upon receipt of the Collateral Mortgage and all documentation related thereto (collectively, the "Mortgage Documentation") seek and obtain independent legal advice, and deliver to the Bank executed Certificates of Independent Legal Advice, and executed Mortgage Documentation, within 4 Business days of such receipt; and
 - (c) each of Salvatore and Maria shall not borrow any further amounts from BNS, or receive any further credit from BNS, and confirm, acknowledge and agree that any such amounts or credits would be secured by the BNS Mortgage.
10. Aluminart acknowledges and agrees that in the event it refinances with a lender any of its Assets to repay the indebtedness owing by the Borrower to Business Development Bank of Canada ("BDC"), the difference between the amount the Borrower receives from such lender, and the amount paid to BDC, shall reduce the authorized amount of the revolving demand facility established under the Loan Agreement.

11. In all other respects, the Forbearance Agreement shall remain in full force and effect, and unamended except as amended herein.

IN WITNESS WHEREOF the Parties hereto have duly executed this Forbearance Extension Agreement with effect as and from the date first written above.

ROYAL BANK OF CANADA

Per: 

Name: Bob Pick

Title: Sr. Manager,

Special Loans and Advisory Services

I Have Authority to Bind the Bank

(Acknowledgment signatures follow on page 6)

ALUMINART PRODUCTS LIMITED

Per: *Dacamo*
 Name:
 Title:

Per: *Dacamo*
 Name: COSIMO CACCAMO
 Title: PRESIDENT
 I/We Have Authority to Bind the Corporation

ARCOR WINDOWS & DOORS INC.

Per: *Dacamo*
 Name:
 Title:

Per: *Dacamo*
 Name: COSIMO CACCAMO
 Title: PRESIDENT
 I/We Have Authority to Bind the Corporation

N.A.P. WINDOWS & DOORS INC.

Per: *Dacamo*
 Name:
 Title:

Per: *Dacamo*
 Name: COSIMO CACCAMO
 Title: PRESIDENT
 I/We Have Authority to Bind the Corporation

[Signature]
 Witness

[Signature]
 Witness

[Signature]
 Witness

[Signature]
 SALVATORE CACCAMO

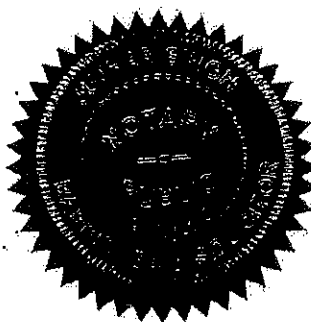
Maria Caccamo
 MARIA CACCAMO

Dacamo
 GIUSEPPE CACCAMO


Jujhar Singh, Barrister & Solicitor
 SINGH LAW

106 - 4953 Dundas St. West
 Toronto, ON M9A 1B6

Tel: (647) 920-1143 Fax: (416) 907-1714
 Email: jujhar@jsinghlaw.com



This is **Exhibit "R"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

FORBEARANCE EXTENSION AGREEMENT #3

THIS AGREEMENT made as of the 2nd day of April, 2020.

A M O N G:

ROYAL BANK OF CANADA

(hereinafter referred to as the "**Bank**")

- and -

ALUMINART PRODUCTS LIMITED

(hereinafter referred to as the "**Borrower**")

- and -

ARCOR WINDOWS & DOORS INC.

(hereinafter referred to as "**Arcor**")

- and -

N.A.P. WINDOWS & DOORS INC.

(hereinafter referred to as "**NAP**")

- and -

SALVATORE CACCAMO

(hereinafter referred to as "**Salvatore**")

- and -

MARIA CACCAMO

(hereinafter referred to as "**Maria**")

- and -

GIUSEPPE CACCAMO

(hereinafter referred to as "**Giuseppe**")

WHEREAS:

1. The Parties entered into a Forbearance Agreement made as of July 17, 2019 ("**Forbearance Agreement**"), a copy of which is attached hereto as Schedule "A".

2. The Forbearance Period provided for in the Forbearance Agreement expired on October 17, 2019.
3. At the request of the Borrower and Guarantors, the Bank agreed to extend the Forbearance Period from October 17, 2019 to February 17, 2020, as more particularly set out in the Forbearance Extension Agreement made as of October 17, 2019 ("**Forbearance Extension Agreement**"), a copy of which is attached hereto as Schedule "B".
4. Prior to the expiration of the Forbearance Period provided for under the Forbearance Extension Agreement, the Borrower and the Guarantors provided to the Bank non-binding offers to finance from Accord Financial Inc. ("**Accord**") dated February 13, 2020 and Bibby Financial Services (Canada) Inc. dated February 18, 2020, neither of which had been accepted by the Borrower, and requested that the Bank further extend the Forbearance Period;
5. The Bank agreed to extend the Forbearance Period from February 17, 2020 to April 2, 2020, as set out in the Forbearance Extension Agreement ("**Forbearance Extension Agreement #2**") a copy of which is attached hereto as Schedule "C";
6. Prior to the expiration of the Forbearance Period provided for under the Forbearance Extension Agreement # 2, the Borrower and the Guarantors advised the Bank that the Borrower entered into a term sheet dated February 13, 2020 with Accord, that Accord was in the process of completing its due diligence, which would be delayed as a result of the inability of Accord to complete its physical inspection of the inventory of the Borrower as a result of the Covid -19 pandemic, and requested that the Bank further extend the Forbearance Period;
7. The Bank has agreed to provide a further extension of the Forbearance Period on the terms and conditions set out herein.

NOW THEREFORE in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

1. All capitalized words and phrases not specifically defined herein shall have the meanings as set out in the Forbearance Agreement and the Forbearance Extension Agreement, as applicable.
2. The last line of section 5.01 of the Forbearance Agreement, as amended by the Forbearance Extension Agreement and Forbearance Extension Agreement #2, is amended by deleting "April 2, 2020" and substituting in its place "September 1, 2020".
3. Subsection 5.02(a) of the Forbearance Agreement, as amended by the Forbearance Extension Agreement and Forbearance Extension Agreement #2, is amended by deleting "April 2, 2020" and substituting in its place "September 1, 2020".
4. The last paragraph of section 5.02 of the Forbearance Agreement, as amended by the Forbearance Extension Agreement and Forbearance Extension Agreement #2, is deleted and substituting in its

place "The Borrower, the Guarantors, and the Additional Guarantors acknowledge that the Bank shall have no obligation to continue to forbear after the expiration of the Forbearance Period, and the Indebtedness shall become due and payable on September 1, 2020".

5. Subsection 6.01(t) of the Forbearance Agreement, as amended by the Forbearance Extension Agreement and Forbearance Extension Agreement #2, is hereby amended by deleting "April 2, 2020" and substituting in its place "September 1, 2020".
6. The Borrower shall provide to the Bank, and the Guarantors and the Additional Guarantors shall cause the Borrower to provide to the Bank: (i) by no later than April 30, 2020, its monthly consolidated financial statements ("**Consolidated Statements**") for March and April; and (ii) on the 15th day of each month commencing June 15, 2020 to and until the expiration of the Forbearance Period, its Consolidated Statements for the immediately preceding month.
7. In all other respects, the Forbearance Agreement and Forbearance Extension Agreement shall remain in full force and effect, and unamended except as amended herein.

IN WITNESS WHEREOF the Parties hereto have duly executed this Forbearance Extension Agreement with effect as and from the date first written above.

ROYAL BANK OF CANADA

Per: 

Name: Bob Fick

Title: Sr. Manager,

Special Loans and Advisory Services

I Have Authority to Bind the Bank

(Acknowledgment signatures follow on page 4)

ALUMINART PRODUCTS LIMITED

Per: Caccamo
 Name: COSIMO CACCAMO
 Title: AUTHORIZED SIGNING OFFICER

Per: [Signature]
 Name: GIUSEPPE CACCAMO
 Title: AUTHORIZED SIGNING OFFICER
 I/We Have Authority to Bind the Corporation

ARCOR WINDOWS & DOORS INC.

Per: Caccamo
 Name: COSIMO CACCAMO
 Title: AUTHORIZED SIGNING OFFICER

Per: [Signature]
 Name: GIUSEPPE CACCAMO
 Title: AUTHORIZED SIGNING OFFICER
 I/We Have Authority to Bind the Corporation

N.A.P. WINDOWS & DOORS INC.

Per: Caccamo
 Name: COSIMO CACCAMO
 Title: AUTHORIZED SIGNING OFFICER

Per: [Signature]
 Name: GIUSEPPE CACCAMO
 Title: AUTHORIZED SIGNING OFFICER
 I/We Have Authority to Bind the Corporation

Witness [Signature]

Witness [Signature]

Witness [Signature]

Caccamo
SALVATORE CACCAMO

Maria Caccamo
MARIA CACCAMO

[Signature]
GIUSEPPE CACCAMO

SCHEDULE "A"
FORBEARANCE AGREEMENT

See attached 21 pages.

SCHEDULE "B"
FORBEARANCE EXTENSION AGREEMENT

See attached 6 pages.

SCHEDULE "C"
FORBEARANCE EXTENSION AGREEMENT #2

See attached 4 pages.

This is **Exhibit "S"** referred to

in the Affidavit of Robert Fick

Sworn this 26th

day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)

A Commissioner for Taking Affidavits

THIS AGREEMENT made as of the 11th day of December, 2020.

A M O N G:

ROYAL BANK OF CANADA

(hereinafter referred to as the "**Bank**")

- and -

ALUMINART PRODUCTS LIMITED

(hereinafter referred to as the "**Borrower**")

- and -

ARCOR WINDOWS & DOORS INC.

(hereinafter referred to as "**Arcor**")

- and -

N.A.P. WINDOWS & DOORS INC.

(hereinafter referred to as "**NAP**")

- and -

SALVATORE CACCAMO

(hereinafter referred to as "**Salvatore**")

- and -

MARIA CACCAMO

(hereinafter referred to as "**Maria**")

- and -

GIUSEPPE CACCAMO

(hereinafter referred to as "**Giuseppe**")

WHEREAS:

1. The Parties entered into a Forbearance Agreement made as of July 17, 2019 ("**Forbearance Agreement**").
2. The Forbearance Period provided for in the Forbearance Agreement expired on October 17, 2019.

3. At the request of the Borrower and Guarantors, the Bank agreed to extend the Forbearance Period from October 17, 2019 to February 17, 2020, as more particularly set out in the Forbearance Extension Agreement made as of October 17, 2019 ("**Forbearance Extension Agreement**").
4. Prior to the expiration of the Forbearance Period provided for under the Forbearance Extension Agreement, the Borrower and the Guarantors provided to the Bank non-binding offers to finance from Accord Financial Inc. ("**Accord**") dated February 13, 2020 and Bibby Financial Services (Canada) Inc. dated February 18, 2020, neither of which had been accepted by the Borrower, and requested that the Bank further extend the Forbearance Period.
5. At the request of the Borrower and Guarantors, the Bank agreed to extend the Forbearance Period from February 17, 2020 to April 2, 2020, as set out in the Forbearance Extension Agreement made as of February 17, 2020 ("**Forbearance Extension Agreement #2**").
6. Prior to the expiration of the Forbearance Period provided for under the Forbearance Extension Agreement # 2, the Borrower and the Guarantors advised the Bank that the Borrower entered into a term sheet dated February 13, 2020 with Accord, that Accord was in the process of completing its due diligence, which would be delayed as a result of the inability of Accord to complete its physical inspection of the inventory of the Borrower as a result of the Covid -19 Pandemic, and requested that the Bank further extend the Forbearance Period.
7. At the request of the Borrower and Guarantors, the Bank agreed to extend the Forbearance Period from April 2, 2020 to September 1, 2020, as set out in the Forbearance Extension Agreement made as of April 2, 2020 ("**Forbearance Extension Agreement #3**").
8. The Borrower failed to complete a refinancing by September 1, 2020, and the Bank refused to extend the Forbearance Period provided for under the Forbearance Agreement Extension #3, and advised the Borrower that it reserved all of its rights and remedies under the Loan Agreement, the Security, Guarantees, Additional Guarantee, Collateral Mortgage, and the Forbearance Agreements.
9. The Borrower has advised the Bank that it continues to provide Accord with financial and other information in order for Accord to determine if it will extend facilities to the Borrower in order to fund the repayment of the Indebtedness.

NOW THEREFORE in consideration of the acknowledgements, confirmations, covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto), each of the Parties hereto hereby agree with each other as follows:

1. All of the recitals noted above are true and correct.
2. All words and phrases not specifically defined herein shall have the meanings as defined in the Forbearance Agreement, Forbearance Extension Agreement, Forbearance Extension Agreement #

2, and Forbearance Extension Agreement #3, as applicable, and collectively sometimes referred to as the "**Forbearance Agreements**".

3. The Borrower shall pay to the Bank the following amounts:
 - (a) on January 4, 2021, the amount of \$100,000, which shall be applied to permanently reduce the Indebtedness, and permanently reduce the amount of the Revolving Credit Facility established under the Loan Agreement from \$5,000,000 to \$4,900,000, which amount remains subject to the Borrowing Limit, as defined in the Loan Agreement;
 - (b) on February 4, 2021, the amount of \$25,000, which shall be applied to permanently reduce the Indebtedness, and permanently reduce the amount of the Revolving Credit Facility established under the Loan Agreement from \$4,900,000 to \$4,875,000, which amount remains subject to the Borrowing Limit;
 - (c) on March 4, 2021, the amount of \$25,000, which shall be applied to permanently reduce the Indebtedness, and permanently reduce the amount of the Revolving Credit Facility established under the Loan Agreement from \$4,875,000 to \$4,850,000, which amount remains subject to the Borrowing Limit;
 - (d) on April 5, 2021, the amount of \$25,000, which shall be applied to permanently reduce the Indebtedness, and permanently reduce the amount of the Revolving Credit Facility established under the Loan Agreement from \$4,850,000 to \$4,825,000, which amount remains subject to the Borrowing Limit;
 - (e) on May 4, 2021, the amount of \$25,000, which shall be applied to permanently reduce the Indebtedness, and permanently reduce the amount of the Revolving Credit Facility established under the Loan Agreement from \$4,825,000 to \$4,800,00, which amount remains subject to the Borrowing Limit; and
 - (f) on June 4, 2021, the balance of the Indebtedness.
4. Each of the Borrower, the Guarantors, and the Additional Guarantors acknowledge and agree as follows:
 - (a) as a result of the Borrower failing to repay the Indebtedness on or before September 1, 2020, an Event of Default has occurred under the Forbearance Agreements;
 - (b) the Bank continues to reserve all of its rights and remedies under the Forbearance Agreements, the Loan Agreement, the Security, the Guarantees, the Additional Guarantee, and the Collateral Mortgage; and
 - (c) all of the terms and provisions of the Forbearance Agreements remain in full force and effect, including, without limitation, the right of the Bank to enforce the remedies established under Article 10 of the Forbearance Agreement, the consents of the Borrower and Guarantors provided for therein, and the acknowledgements and covenants of the Borrower, Guarantors, and Additional Guarantors contained in the Forbearance Agreement and Forbearance Extension Agreement, including, without limitation, the covenant of the

Borrower to provide to the Bank, on the first Business Day of each month, a report on the progress of its refinancing efforts.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement with effect as and from the date first written above.

ROYAL BANK OF CANADA

Per 

Name: Bob Fick

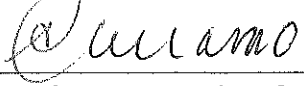
Title: Sr. Manager,


Special Loans and Advisory Services

I Have Authority to Bind the Bank

(Acknowledgment signatures follow on page 5)

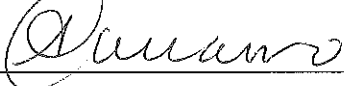
ALUMINART PRODUCTS LIMITED

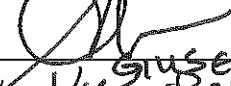
Per: 
Name: COSIMO CACCAMO
Title: PRESIDENT

Per: 
Name: ~~GIUSEPPE CACCAMO~~
Title: Vice President

I/We Have Authority to Bind the Corporation

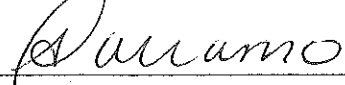
ARCOR WINDOWS & DOORS INC.

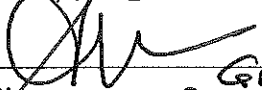
Per: 
Name: COSIMO CACCAMO
Title: PRESIDENT

Per: 
Name: ~~GIUSEPPE CACCAMO~~
Title: Vice President

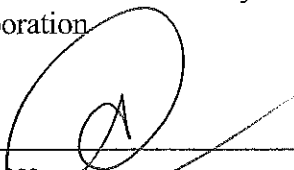
I/We Have Authority to Bind the Corporation

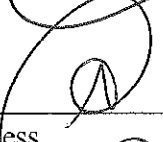
N.A.P. WINDOWS & DOORS INC.

Per: 
Name: COSIMO CACCAMO
Title: PRESIDENT

Per: 
Name: ~~GIUSEPPE CACCAMO~~
Title: Vice President

I/We Have Authority to Bind the Corporation

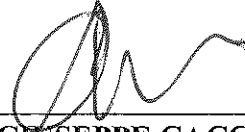
Witness 

Witness 

Witness 


SALVATORE CACCAMO

Maria Caccamo
MARIA CACCAMO


GIUSEPPE CACCAMO

This is **Exhibit "T"** referred to

in the Affidavit of Robert Fick

Sworn this 26th

day of February, 2021.



Rachel Moses (Feb 26, 2021 08:37 EST)

A Commissioner for Taking Affidavits

From: Maria Lanteigne [mailto:m_lanteigne@aluminart.com]

Sent: Monday, January 11, 2021 1:53 PM

To: Fick, Bob ; 'cosimo caccamo'

Subject: RE: excess

[External]/[Externe]

Hi Bob.

I just spoke to Cosimo who is off sick. He said to tell you that there is no need to use the money sent to Minden Gross to cover the balance. He spoke to CRA who will be issuing a payment for rent subsidy tomorrow which will cover any shortfall.

Thanks.

From: Fick, Bob [<mailto:bob.fick@rbc.com>]

Sent: January 11, 2021 8:51 AM

To: Maria Lanteigne; cosimo caccamo

Cc: Ken Kallish (KKallish@mindengross.com)

Subject: excess

Maria/ Cosimo,

The account is over limit \$91,606.29. This has been accumulating for a couple of days and not reported to me due to a system glitch.

Please arrange to have this brought within authorized limits.

In the event this cannot be accomplished we will utilize the funds sent to Minden Gross and address that issue in due course.

Please advise.

Bob

Robert D. (Bob) Fick | Sr. Mgr., Special Loans and Advisory Services | ROYAL BANK OF CANADA

T (416) 974-3930 | (F) (416) 974-0528


receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

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This is **Exhibit "U"** referred to
in the Affidavit of Robert Fick
Sworn this 26th
day of February, 2021.


Rachel Moses (Feb 26, 2021 08:37 EST)
A Commissioner for Taking Affidavits

From: [Ken Kallish](#)
To: [Mills, Craig](#)
Cc: [Terri Hachey](#)
Subject: Re: RBC and Aluminart [MTDMS-Legal.FID8397158]
Date: Friday, February 05, 2021 6:29:45 PM
Attachments: [image392fe6.PNG](#)

Craig,

All I can say is that your clients always seem to have an excuse as to why they are encounter difficulties complying with their obligations to RBC. I understand that the \$475,000 was not deposited into the Aluminart account today. If my understanding is correct, what is the reason?

Kenneth L. Kallish* | T: [416.369.4124](tel:416.369.4124) | F: [416.864.9223](tel:416.864.9223) | www.mindengross.com

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE

On Feb 5, 2021, at 5:43 PM, Mills, Craig wrote:

Ken

I have been told that Joe tried to wire the funds from his account to Minden Gross today. The bank could not complete the wire for some reason, but he was assured by his bank that it would happen on Monday.

CRAIG A. MILLS

Partner

Miller Thomson LLP

Scotia Plaza
 40 King Street West, Suite 5800
 P.O. Box 1011
 Toronto, Ontario M5H 3S1
Direct Line: +1 416.595.8596
Fax: +1 416.595.8695
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On Feb 5, 2021, at 3:23 PM, Ken Kallish wrote:

Hi Craig,

The \$25,000 wire has still not been received.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE <!--[if !vml]-->
<!--[endif]-->

From: Mills, Craig [mailto:cmills@millerthomson.com]
Sent: Thursday, February 04, 2021 5:39 PM
To: Ken Kallish
Cc: Terri Hachey
Subject: Re: RBC and Aluminart [MTDMS-Legal.FID8397158]

Hi Ken

I have just spoken to the client. Apparently there was a mix up at their end. I am assured that the \$25,000 will be wired tomorrow morning. The delay is unfortunate but they definitely intend to wire the funds to your firm tomorrow. They sincerely apologize for the delay. I have asked them to send confirmation of the wire once it has been sent.

I am also told that the deposit of family funds is also expected to be made tomorrow.

CRAIG A. MILLS

Partner

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On Feb 4, 2021, at 5:12 PM, Ken Kallish <KKallish@mindengross.com> wrote:

Craig,

We have not been advised that the \$25,000 wire was sent, and I have not received any communication from my accounting department that a \$25,000 wire was received by our office.

On February 1, you advised that Cosimo would be confirming on that day when \$475,000 would be deposited into the Aluminart account. We have not heard from you regarding the timing of this deposit, although you indicated that Cosimo expected the deposit to be made by tomorrow.

I know you are doing the best you can by sending my communications to your client and reporting back what you are told. Having said that, your clients have consistently failed to meet their commitments to RBC. RBC continues to reserve its rights and remedies.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

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From: Mills, Craig [mailto:cmills@millerthomson.com]
Sent: Thursday, February 04, 2021 12:13 PM
To: Ken Kallish <KKallish@mindengross.com>
Cc: Terri Hachey <THachey@mindengross.com>
Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Hi Ken
I have asked for this.

CRAIG A. MILLS

Partner

Miller Thomson LLP

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From: Ken Kallish [<mailto:KKallish@mindengross.com>]
Sent: Thursday, February 4, 2021 12:09 PM
To: Mills, Craig <cmills@millerthomson.com>
Cc: Terri Hachey <THachey@mindengross.com>
Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Hi Craig,

Please advise when the \$25,000 wire has been initiated, and who the sender is, so I can alert our accounting department,

Thanks,

Ken

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE

From: Ken Kallish
Sent: Monday, February 01, 2021 2:29 PM
To: 'Mills, Craig' <cmills@millerthomson.com>
Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Thanks Craig. I will advise RBC. I acknowledge the recent family health issue, but it is, to be candid, difficult to accept that this delayed the funding issue given that Joe advised on January 14 that the funding would be made within a few business days.

RBC expects to receive a detailed progress report regarding the Accord financing today, as required under the accommodation agreement.

RBC continues to reserve all of its rights and remedies against your clients.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE

From: Mills, Craig [<mailto:cmills@millerthomson.com>]
Sent: Monday, February 01, 2021 1:20 PM
To: Ken Kallish <KKallish@mindengross.com>
Cc: cosimo caccamo <cosimopolitan@hotmail.com>
Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Hi Ken

I am told that Cosimo spoke with Mukul today and is arranging to send him both his retainer of \$10k plus tax and the requested documents. The latter are to be sent this afternoon. I will send you a copy of the cheque. As for the funds, the plan is to deposit \$475k into the account from the family. Cosimo is to confirm timing later today, but he expects this to happen before the end of the week. They have also earmarked \$25k for the payment due later this week under the accommodation agreement. This is to be wired to Minden Gross from a non-Aluminart account to avoid the issues experienced the last time. As previously mentioned, there was a recent family health crisis that impacted their ability to deal with the funding issue. I hope this helps.

CRAIG A. MILLS

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From: Ken Kallish [<mailto:KKallish@mindengross.com>]

Sent: Monday, February 1, 2021 12:39 PM

To: Mills, Craig <cmills@millertthomson.com>

Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Importance: High

Hi Craig,

Have you heard back from your clients?

For your information, Cosimo did not send any information to Mukul on Friday, and Mukul followed up with him this morning. In addition, I do not believe that a today's meeting among Mukul, Cosimo, and Joe has been scheduled.

The account remains in excess, and cheques/debit requests continue to be returned.

Perhaps your clients can provide you with an explanation as to why they continue to fail to meet the timelines established by them.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE

From: Mills, Craig [<mailto:cmills@millertthomson.com>]

Sent: Friday, January 29, 2021 2:43 PM

To: Ken Kallish <KKallish@mindengross.com>

Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Thanks Ken. I have sent on your email and will get back to you.

CRAIG A. MILLS

Partner

Miller Thomson LLP**Scotia Plaza**

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8596**Fax:** +1 416.595.8695**Email:** cmills@millerthomson.commillerthomson.comFollow us on Twitter [@RedFlagLaw](#)Connect with us on [LinkedIn](#)View my [web page](#)

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[Our COVID-19 preparedness and support commitment](#)**From:** Ken Kallish [<mailto:KKallish@mindengross.com>]**Sent:** Friday, January 29, 2021 2:41 PM**To:** Mills, Craig <cmills@millerthomson.com>**Subject:** RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Hi Craig,

Further to our conference call this past Wednesday with Bob Fick, Cosimo, and Joe, an excess of \$63,953 in the Aluminart account. Approximately \$20,000 in cheques/debt requests have been returned. There have no significant deposits.

We understand that a meeting among Mukul, Cosimo and Makesh is going to be scheduled for this Monday, and that Cosimo has promised to provide certain information to Mukul today.

Please speak with Cosimo regarding the timing of the family deposit.

Thanks,

Ken

Kenneth L. Kallish* | T: 416.369.4124 | **F:** 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE**From:** Ken Kallish**Sent:** Tuesday, January 26, 2021 12:25 PM**To:** 'Mills, Craig' <cmills@millerthomson.com>**Subject:** RE: RBC and Aluminart [MTDMS-Legal.FID8397158]**Importance:** High

Hi Craig,

I just left you a voicemail message. The excess in the Aluminart account is approximately \$114,000. Despite the commitment of Aluminart, sufficient deposits have not been made by family members to reduce the outstanding debt on the operating facility to \$ 5 million.

On January 14, Joe committed to speak with his family to arrange for these deposits. He said they would be made within two or three business days. This did not occur.

In your below January 15 e mail, you indicated that the credit facility would be brought into compliance by January 20 or January 21. This did not occur.

In your below January 20 e mail, you indicated that \$100,000 would be deposited overnight. This did not occur.

RBC wishes to arrange a call with you and Joe for this afternoon, except between 2 to 2:30.

Please advise when you and Joe are available.

Regards,

Ken

Kenneth L. Kallish* | T: 416.369.4124 | **F:** 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE

From: Mills, Craig [<mailto:cmills@millerthomson.com>]
Sent: Thursday, January 21, 2021 12:02 PM
To: Ken Kallish <KKallish@mindengross.com>
Subject: Re: RBC and Aluminart [MTDMS-Legal.FID8397158]
 Hi Ken - I am following up with the company.

CRAIG A. MILLS

Partner

Miller Thomson LLP

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On Jan 21, 2021, at 11:55 AM, Ken Kallish <KKallish@mindengross.com> wrote:

Craig,

Further to our below e mail exchange, I am advised by Mr. Fick that the only deposit yesterday was an EDI deposit in the amount of \$15,000. I am also advised another government rent subsidy deposit in the amount of \$46,000 was deposited this morning.

There has been no \$100,000 deposit.

RBC has returned a \$45,000 pre authorized debit in the Arcor account.

The excess in the Aluminart account this morning, not including today's \$46,000 deposit, is \$224,000, an increase of \$70,000 from yesterday.

We reiterate the position of RBC noted in my below e mail.

Ken

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

MERITAS LAW FIRMS WORLDWIDE

From: Ken Kallish

Sent: Wednesday, January 20, 2021 5:22 PM

To: 'Mills, Craig' <cmills@millerthomson.com>

Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Hi Craig,

Thanks for the update. I will advise RBC. As for "precipitous steps", given the numerous indulgences provided by RBC, any steps it takes would not be precipitous.

Regards,

Ken

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

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From: Mills, Craig [<mailto:cmills@millerthomson.com>]

Sent: Wednesday, January 20, 2021 5:11 PM

To: Ken Kallish <KKallish@mindengross.com>

Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Hi Ken,

Joe tells me that \$24,000 was deposited today and that another \$100,000 is being deposited overnight. They will also be making deposits tomorrow to bring the line down below \$5,000,000. Once I have further information, I will let you know. Aluminart is taking all steps to comply with the terms agreed upon in good faith and would ask that the Bank not take any precipitous steps.

He also assures me that they intend to fully cooperate with msi Spergel, Inc. and be transparent with their status with Accord.

CRAIG A. MILLS

Partner

Miller Thomson LLP

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From: Ken Kallish [<mailto:KKallish@mindengross.com>]

Sent: Wednesday, January 20, 2021 1:23 PM

To: Mills, Craig <cmills@millერთhompson.com>

Subject: RE: RBC and Aluminart

Importance: High

Hi Craig,

With respect to your below e mail, I have been advised by RBC that this morning, there was an excess of \$154,000 in the operating facility. As a result, RBC has returned cheques in the amount of \$15,000.

During our call with Mr. Fick and Joe on January 14, 2021, Joe advised that he would speak with his family and provide a firm timeline as to when deposits would be made into the Aluminart account to allow RBC to reduce the operating facility to \$4.9 million. He suggested two to three business days. In your below e mail, Joe advised that these deposits would be made by today or tomorrow.

As of this morning, there have been no deposits into the Aluminart account. If sufficient deposits have not been made into the Aluminart account by tomorrow to cover the above noted excess and allow RBC to reduce the operating facility to \$4.9 million, we have been instructed to proceed with the preparation of materials for the appointment of a Receiver and Manager. To be clear, the \$100,000 held by my firm in trust will be wired to RBC to effect the reduction of the authorized amount of the operating facility from \$5 million to \$4.9 million after the deposits have been made.

If these deposits are made, RBC expects Aluminart to fully cooperate with msi Spergel Inc., and to be transparent regarding the status of the Accord due diligence.

To be clear, RBC is not prepared to allow the status quo to continue, and continues to reserve all of its rights and remedies.

Regards,

Ken

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

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From: Mills, Craig [<mailto:cmills@millerthomson.com>]

Sent: Friday, January 15, 2021 4:50 PM

To: Ken Kallish <KKallish@mindengross.com>

Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Hi Ken

By way of a quick update from our call yesterday, Joe Caccamo has advised me that they aim to bring the credit facility into compliance by Wednesday and/or Thursday (January 20 or 21).

As Cosimo is still ill, they hope to be in a position to deliver the consolidated financials by Monday afternoon. They apologize for the delay.

Have a good weekend.

CRAIG A. MILLS

Partner

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From: Mills, Craig

Sent: Thursday, January 14, 2021 11:46 AM

To: Ken Kallish <KKallish@mindengross.com>

Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Hi Ken

If there are specific points to be discussed, please let us know.

CRAIG A. MILLS

Partner

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From: Ken Kallish [<mailto:KKallish@mindengross.com>]
Sent: Thursday, January 14, 2021 10:58 AM
To: Mills, Craig <cmills@millertthomson.com>
Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Hi Craig,

Let's schedule for 3 pm. I do not have Joe's e mail address. Call in details are:
 416.343.2659/ conference id:5608362

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation

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From: Mills, Craig [<mailto:cmills@millertthomson.com>]
Sent: Thursday, January 14, 2021 10:41 AM
To: Ken Kallish <KKallish@mindengross.com>
Subject: RE: RBC and Aluminart [MTDMS-Legal.FID8397158]

Hi Ken

I have reached out to Joe and he is available from 3 pm onward today. That also works for me.
 Can you send around a call in number? Thanks.

CRAIG A. MILLS

Partner

Miller Thomson LLP

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From: Ken Kallish [<mailto:KKallish@mindengross.com>]
Sent: Thursday, January 14, 2021 9:40 AM
To: Mills, Craig <cmills@millertthomson.com>
Subject: [*EXT*] RBC and Aluminart
Importance: High

Hi Craig,

Further to our discussions yesterday, RBC wishes to arrange a call with you and Joe. I will be on the call as well. Please advise if you and Joe are available between 1:30 and 2, or after 3 pm., this afternoon.

Thanks,

Ken

Kenneth L. Kallish*

T: 416.369.4124 F: 416.864.9223 www.mindengross.com

145 King St. West, Suite 2200, Toronto, ON M5H 4G2

Save contact details: [Kenneth L. Kallish](#)

*Partner through Professional Corporation

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This is **Exhibit "V"** referred to

in the Affidavit of Robert Fick

Sworn this 26th

day of February, 2021.



Rachel Moses (Feb 26, 2021 08:37 EST)

A Commissioner for Taking Affidavits



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

RBBDA30000_1204828 E D 00472 00304
ALUMINART PRODUCTS LIMITED
1 SUMMERLEA ROAD
BRAMPTON ON L6T 4V2

November 30, 2020 to December 31, 2020

Account number: 00472 102-671-5

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal® 2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada
50 BRAMALEA RD, BRAMPTON, ON L6T 2W8

Opening balance on November 30, 2020	-\$57,719.97
Total deposits & credits (63)	+ 691,920.76
Total cheques & debits (173)	- 849,665.17
Closing balance on December 31, 2020	= -\$215,464.38

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			-57,719.97
30 Nov	LOAN PAYMENT	90,000.00		-147,719.97
01 Dec	Misc Payment VISA DESJ		157.35	
	Misc Payment MARHOMEIMP VP-30007641-00		488.16	
	Misc Payment KBS PAYABLES-C VP-10066819-01		9,308.73	
	Misc Payment RONA INC		67.13	
	Misc Payment RCAP 2864261	402.39		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		
	Insurance CAFO Inc CAFO INC	2,767.14		
	Misc Payment ICAPITAL	3,836.54		
	Cheque - 100626	420.00		
	Cheque - 100685	2,920.00		



Business Account Statement

November 30, 2020 to December 31, 2020

Account number: 00472 102-671-5

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
01 Dec	Cheque - 100684	5,650.00		-157,444.67
	LOAN CREDIT		10,000.00	-147,444.67
02 Dec	Account Payable Pmt ALLIANCE INTER		84.44	
	Chq Printing Fee CHQ/DEP ORDER	27.53		
	Misc Payment MC FEE 5762232 5762232	63.92		
	Misc Payment C.D.T.C. INC.	316.99		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPMT>	2,100.00		
	Business PAD PAYROLL - K45	2,441.76		
	Cheque - 100661	500.00		-154,460.43
	LOAN CREDIT		20,000.00	-134,460.43
03 Dec	Account Payable Pmt ALLIANCE INTER		46.20	
	Misc Payment MASTERCARD DESJ		262.00	
	Misc Payment VISA DESJ		321.73	
	Misc Payment KBS PAYABLES-C VP-10067042-01		11,692.46	
	Misc Payment CASTLE BUILDING		394.34	
	Misc Payment RONA INC		5,952.72	
	Misc Payment MB FINANCIAL CA	1,301.70		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPMT>	2,100.00		
	Cheque - 100670	6,497.50		-127,340.18
04 Dec	Federal Payment CANADA		57,499.00	
	Online Banking payment - 9473 CBSA	24.17		
	Activity fee	682.37		
	Fees/Dues ADP PAYROLL FEE	137.29		
	Fees/Dues ADP PAYROLL FEE	169.54		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPMT>	2,100.00		
	Cheque - 100621	177.30		
	Cheque - 100598	918.20		
	Cheque - 100380	1,900.00		-77,600.05
	LOAN PAYMENT	85,000.00		-162,600.05
07 Dec	Account Payable Pmt ALLIANCE INTER		1,234.96	
	Misc Payment KBS PAYABLES-C VP-10067704-01		2,639.68	
	Business PAD BCAP ALUMN<DEFTPMT>		25,000.00	
	Misc Payment RONA INC		1,657.41	
	Business PAD 2M7FinancialSol	1,650.00		



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020

Account number: 00472 102-671-5

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
07 Dec	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		
	Misc Payment ICAPITAL	3,836.54		
	Business PAD FEE AART <DEFTPYMT>	3,995.00		
	Cheque - 100681	400.00		
	Cheque - 100617	1,697.30		
	Cheque - 100692	2,000.00		
	Cheque - 100667	6,640.00		
	Cheque - 100668	11,300.00		
	Cheque - 100669	16,950.00		-182,636.84
	LOAN PAYMENT	20,000.00		-202,636.84
08 Dec	Misc Payment VISA DESJ		447.92	
	Misc Payment MASTERCARD DESJ		1,134.57	
	Misc Payment MF SCHURMAN VP-20008304-00		1,559.40	
	Misc Payment RONA INC		57.97	
	Misc Payment RBC CREDIT CARD	176.17		
	Misc Payment RBC CREDIT CARD	1,249.02		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		
	Misc Payment ICAPITAL	3,836.54		
	Cheque - 100704	1,477.69		
	Cheque - 100596	1,494.72		-211,421.12
	LOAN CREDIT		10,000.00	-201,421.12
09 Dec	Account Payable Pmt ALLIANCE INTER		108.00	
	Federal Payment CANADA		46,795.98	
	Direct Deposits (PDS) service total GRADS6624120000	23,351.00		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		
	Business PAD PAYROLL - K45	2,246.80		
	Business PAD PAYROLL - OHC	30,646.93		
	Cheque - 100683	402.50		
	Cheque - 100705	684.72		
	Cheque - 100710	3,694.23		
	Cheque - 100694	5,307.00		-224,600.32
	LOAN CREDIT		80,000.00	-144,600.32
10 Dec	Account Payable Pmt ALLIANCE INTER		145.80	



Business Account Statement

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November 30, 2020 to December 31, 2020

Account number: 00472 102-671-5

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
10 Dec	Misc Payment MASTERCARD DESJ		2,129.30	
	Misc Payment RONA INC		1,228.26	
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPMT>	2,100.00		
	Misc Payment ALECTRA UTIL	9,956.32		
	Cheque - 100690	11,017.50		-165,820.78
	LOAN CREDIT		30,000.00	-135,820.78
11 Dec	Fees/Dues ADP PAYROLL FEE	16.06		
	Fees/Dues ADP PAYROLL FEE	139.99		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPMT>	2,100.00		
	Cheque - 100665	6,640.00		
	Cheque - 100666	10,170.00		-156,536.83
	LOAN CREDIT		25,000.00	-131,536.83
14 Dec	Account Payable Pmt ALLIANCE INTER		663.20	
	Misc Payment KBS PAYABLES-C VP-10069094-00		48,325.78	
	Misc Payment RONA INC		1,572.92	
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPMT>	2,100.00		
	Misc Payment ICAPITAL	3,836.54		
	Cheque - 100542	57.29		
	Cheque - 100602	154.00		
	Cheque - 100481	165.00		
	Cheque - 100508	165.00		
	Cheque - 100527	165.00		
	Cheque - 100608	165.00		
	Cheque - 100720	3,955.00		-93,387.76
	LOAN PAYMENT	85,000.00		-178,387.76
15 Dec	Misc Payment MASTERCARD DESJ		242.33	
	Misc Payment ICAPITAL		5,596.20	
	Misc Payment ICAPITAL		20,000.00	
	Misc Payment ICAPITAL		20,000.00	
	Misc Payment ICAPITAL		20,000.00	
	Misc Payment RONA INC		33.42	
	Business PAD All Glass Parts		2,280.26	
	Direct Deposits (PDS) service total GRADS6624120000	1,065.00		



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020

Account number: 00472 102-671-5

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
15 Dec	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPMT>	2,100.00		
	Misc Payment ICAPITAL	3,836.54		
	Cheque - 100594	46.08		
	Cheque - 100522	56.45		
	Cheque - 100610	70.96		
	Cheque - 100472	96.08		
	Cheque - 100714	2,000.00		
	Cheque - 100725	18,500.00		-139,656.66
	LOAN PAYMENT	10,000.00		-149,656.66
16 Dec	Misc Payment VISA DESJ		66.60	
	Misc Payment PATRICK M. 2		1,985.84	
	Misc Payment MASTERCARD DESJ	19.32		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPMT>	2,100.00		
	Business PAD PAYROLL - K45	2,393.66		
	Cheque - 100726	325.43		
	Cheque - 100701	1,350.63		
	Cheque - 100721	6,400.00		-161,843.26
17 Dec	BR TO BR - 2542		2,884.44	
	Misc Payment MASTERCARD DESJ		143.35	
	Misc Payment VISA DESJ		165.60	
	Misc Payment RONA INC		692.88	
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPMT>	2,100.00		
	Cheque - 100728	236.08		
	Cheque - 100712	517.13		
	Cheque - 99655	926.00		
	Cheque - 100740	1,477.69		-164,863.89
	LOAN CREDIT		5,000.00	-159,863.89
18 Dec	Misc Payment CASTLE BUILDING		305.71	
	Direct Deposits (PDS) service total GRADS6624120000	23,456.56		
	Fees/Dues ADP PAYROLL FEE	113.15		
	Fees/Dues ADP PAYROLL FEE	123.21		
	Business PAD 2M7FinancialSol	1,650.00		



Business Account Statement

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November 30, 2020 to December 31, 2020

Account number: 00472 102-671-5

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
18 Dec	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		
	Cheque - 100716	64.46		
	Cheque - 100293	67.80		
	Cheque - 100592	72.49		
	Cheque - 100737	169.33		
	Cheque - 100715	350.75		
	Cheque - 100416	1,695.00		-189,420.93
	LOAN CREDIT		20,000.00	-169,420.93
21 Dec	Misc Payment RBC CREDIT CARD	1,895.81		
	Misc Payment RBC CREDIT CARD	14,347.19		
	Loan TD LOAN PAYMNT BR : 3333	324.98		
	Misc Payment MB FINANCIAL CA	612.77		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		
	Misc Payment ICAPITAL	3,836.54		
	Cheque - 100738	101.41		
	Cheque - 100474	116.10		
	Cheque - 100562	164.45		
	Cheque - 100492	170.46		
	Cheque - 100735	204.75		
	Cheque - 100595	295.00		
	Cheque - 100611	340.03		-195,580.42
	LOAN PAYMENT	40,000.00		-235,580.42
22 Dec	Misc Payment VISA DESJ		245.71	
	Misc Payment RONA INC		141.83	
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		
	Business PAD PAYROLL - K45	2,295.06		
	Misc Payment ICAPITAL	3,836.54		
	Business PAD PAYROLL - OHC	31,026.34		
	Cheque - 100713	31.01		
	Cheque - 100717	70.81		
	Cheque - 100564	98.46		
	Cheque - 100477	142.00		
	Cheque - 100613	169.50		
	Cheque - 100518	403.04		
	Cheque - 100718	472.90		



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020

Account number: 00472 102-671-5

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
22 Dec	Cheque - 100682	1,830.60		
	Cheque - 100730	14,244.43		-293,563.57
	LOAN CREDIT		115,000.00	-178,563.57
23 Dec	Misc Payment VISA DESJ		274.11	
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		
	Cheque - 100515	104.01		
	Cheque - 100700	137.61		
	Cheque - 100614	266.30		
	Cheque - 100523	388.84		
	Cheque - 100729	420.00		
	Cheque - 100739	3,694.23		-187,050.45
	LOAN PAYMENT	5,000.00		-192,050.45
24 Dec	Misc Payment MASTERCARD DESJ		33.11	
	Misc Payment VISA DESJ		69.30	
	Direct Deposits (PDS) service total GRADS6624120000	136.95		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		-195,834.99
	LOAN CREDIT		5,000.00	-190,834.99
29 Dec	Federal Payment CANADA		35,091.00	
	Loan interest NO.47155270 001	14,245.26		
	Fees/Dues ADP PAYROLL FEE	97.09		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		
	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		
	Misc Payment ICAPITAL	3,836.54		
	Misc Payment ICAPITAL	3,836.54		
	Cheque - 100693	5,307.20		-188,916.62
	LOAN PAYMENT	35,000.00		-223,916.62
30 Dec	Misc Payment MASTERCARD DESJ		27.90	
	Misc Payment VISA DESJ		62.10	
	Direct Deposits (PDS) service total GRADS6624120000	23,351.00		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		
	Cheque - 100503	1,186.50		-252,114.12

Business Account Statement

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November 30, 2020 to December 31, 2020

Account number: 00472 102-671-5

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
30 Dec	LOAN CREDIT		40,000.00	-212,114.12
31 Dec	Online Banking transfer - 0436		500.00	
	Account Payable Pmt ALLIANCE INTER		103.66	
	Misc Payment Writ Srch	17.60		
	Misc Payment Writ Srch	17.60		
	Misc Payment Land Search	56.77		
	Misc Payment Tax Certif	111.95		
	Business PAD 2M7FinancialSol	1,650.00		
	Business PAD BCAP ALUMN<DEFTPYMT>	2,100.00		-215,464.38
	Closing balance			-215,464.38

Account Fees: \$682.37



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 99655

Amount: \$926.00

ALUMINART
PRODUCTS LIMITED
LEAMING ROAD
BRAMPTON, ON L6Y 0H8

ROYAL BANK OF CANADA
BRAMPTON 6 - TORONTO BRANCH
60 BRAMWELL AVE RD
BRAMPTON, ON L6Y 2B8

DATE 09/01/2020
ISS 00 1177

PAY Nine Hundred and Twenty Six \$926.00

ALLUMINART PRODUCTS LIMITED

TO THE ORDER OF Connect Com Networks Inc

FOR

FOR

#0996555 #004720034 40256765#

[illegible]

Serial #: 100293

Amount: \$67.80

ALUMINART
PRODUCTS LIMITED
10000 PARK ROAD
BRAMPTON ON L6T 4G2

ROYAL BANK OF CANADA
(BRAMPTON) P.O. BOX 104 (CHANCY)
80 STAMALLA HWY
BRAMPTON ON L6T 2W5

DATE _____ UN 04 2020
MM DD YYYY

*****67=DOLLARS AND 00 CENTS***

ALUMINART PRODUCTS LIMITED

AIRWILL ELECTRICAL SUPPLY INC.
50 DELTA PARK BLVD
UNIT 12
BRAMPTON ON L6T 5E8

PER _____
PER _____

1004293# 000472#0030 1024671#5#

[illegible]

Serial #: 100380

Amount: \$1,900.00

ALUMINART
PRODUCTS LIMITED
1 BURNHAMTHORPE ROAD
DUNMURTON, DUNDEE DD1 1JZ

ROYAL BANK OF CANADA
BRANGLER & CRENSHAW BRANCH
50 BRAMALLA ROAD
DUNMURTON, ON L1T 2H8

DATE 09 03 2020
MM DD YYYY

*****1.900=DOLLARS AND 00 CENTS*** \$ 1.900.00

ALUMINART PRODUCTS LIMITED

GRAND PORTER LOGISTICS
235 WAYDOO DRIVE
AYR ON N0B 1E0

TO THE ORDER OF

PER _____
PER _____

⑈00380⑈ ⑈00472⑈003⑈ ⑈0257⑈5⑈

[illegible]

Serial #: 100416

Amount: \$1,695.00

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<p>181202020 03532101 1995119 3241394 002703</p>	<p>Endorsement - Signature au timbre Endorsement - Signature au Stamp</p>	<p>SECURITY FEATURES The following are the features which are present on the front of the note: 1. Watermark - The watermark is visible when the note is held up to the light. 2. Hologram - The hologram is visible when the note is held up to the light. 3. Microprint - The microprint is visible when the note is held up to the light. 4. Security Thread - The security thread is visible when the note is held up to the light. 5. Color Change - The color change is visible when the note is held up to the light. 6. Fluorescence - The fluorescence is visible when the note is held up to the light. 7. Tactile Features - The tactile features are visible when the note is held up to the light. 8. UV Features - The UV features are visible when the note is held up to the light. 9. IR Features - The IR features are visible when the note is held up to the light. 10. X-ray Features - The X-ray features are visible when the note is held up to the light.</p>
<p>VERS/OBACK</p>		



Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 100472

Amount: \$96.08

ALUMINART
PRODUCTS LIMITED
1 BRAMBLE ROAD
BRAMPTON, ON L6Y 4R2

ROYAL BANK OF CANADA
BRAMBLE & CROFT BRANCH
80 BRAMBLE ROAD
BRAMPTON, ON L6Y 2W8

DATE 09 29 2020
MM DD YYYY

PAY *****96=DOLLARS AND/OR CENTS*** \$ 96.08

TO THE ORDER OF DAVE LAPHORNE
1290 ORMOND DRIVE
OSHAWA ON L1K 2T7

ALUMINART PRODUCTS LIMITED

100472# 100472=0031# 102=671=5#

PRINTER ID. NO. 1004

SECURITY FEATURES
The Royal Bank of Canada's security features include:
- Watermark: A watermark of Queen Elizabeth II is visible when the note is held up to the light.
- Colour: The note is printed in a variety of colours, including blue, green, and red.
- Texture: The note has a fine, woven texture.
- Hologram: A hologram of Queen Elizabeth II is visible when the note is held up to the light.
- Microprint: Microprint is visible along the edges of the note.

Endorsement - Signature or Stamp
Endorsement - Signature or Stamp

VERS/O/BACK

Serial #: 100474

Amount: \$116.10

ALUMINART
PRODUCTS LIMITED
1 BRAMBLE ROAD
BRAMPTON, ON L6Y 4R2

ROYAL BANK OF CANADA
BRAMBLE & CROFT BRANCH
80 BRAMBLE ROAD
BRAMPTON, ON L6Y 2W8

DATE 09 29 2020
MM DD YYYY

PAY *****116=DOLLARS AND/OR CENTS*** \$ 116.10

TO THE ORDER OF JACK VAN DER HORST
8205 404 MEGALAPERRY AVENUE
WINNIPEG MB R2L 2G3

ALUMINART PRODUCTS LIMITED

100474# 100472=0031# 102=671=5#

PRINTER ID. NO. 1004

SECURITY FEATURES
The Royal Bank of Canada's security features include:
- Watermark: A watermark of Queen Elizabeth II is visible when the note is held up to the light.
- Colour: The note is printed in a variety of colours, including blue, green, and red.
- Texture: The note has a fine, woven texture.
- Hologram: A hologram of Queen Elizabeth II is visible when the note is held up to the light.
- Microprint: Microprint is visible along the edges of the note.

Endorsement - Signature or Stamp
Endorsement - Signature or Stamp

VERS/O/BACK

Serial #: 100477

Amount: \$142.00

ALUMINART
PRODUCTS LIMITED
1 BRAMBLE ROAD
BRAMPTON, ON L6Y 4R2

ROYAL BANK OF CANADA
BRAMBLE & CROFT BRANCH
80 BRAMBLE ROAD
BRAMPTON, ON L6Y 2W8

DATE 09 29 2020
MM DD YYYY

PAY *****142=DOLLARS AND/OR CENTS*** \$ 142.00

TO THE ORDER OF ROB MCPHIE
91 MEADOWDALE DRIVE
MONCTON NB E1G 1E1

ALUMINART PRODUCTS LIMITED

100477# 100472=0031# 102=671=5#

PRINTER ID. NO. 1004

SECURITY FEATURES
The Royal Bank of Canada's security features include:
- Watermark: A watermark of Queen Elizabeth II is visible when the note is held up to the light.
- Colour: The note is printed in a variety of colours, including blue, green, and red.
- Texture: The note has a fine, woven texture.
- Hologram: A hologram of Queen Elizabeth II is visible when the note is held up to the light.
- Microprint: Microprint is visible along the edges of the note.

Endorsement - Signature or Stamp
Endorsement - Signature or Stamp

VERS/O/BACK

Serial #: 100481

Amount: \$165.00

ALUMINART
PRODUCTS LIMITED
1 BRAMBLE ROAD
BRAMPTON, ON L6Y 4R2

ROYAL BANK OF CANADA
BRAMBLE & CROFT BRANCH
80 BRAMBLE ROAD
BRAMPTON, ON L6Y 2W8

DATE 10 01 2020
MM DD YYYY

PAY *****165=DOLLARS AND/OR CENTS*** \$ 165.00

TO THE ORDER OF FRISILA PHAGGA

ALUMINART PRODUCTS LIMITED

100481# 100472=0031# 102=671=5#

PRINTER ID. NO. 1004

SECURITY FEATURES
The Royal Bank of Canada's security features include:
- Watermark: A watermark of Queen Elizabeth II is visible when the note is held up to the light.
- Colour: The note is printed in a variety of colours, including blue, green, and red.
- Texture: The note has a fine, woven texture.
- Hologram: A hologram of Queen Elizabeth II is visible when the note is held up to the light.
- Microprint: Microprint is visible along the edges of the note.

Endorsement - Signature or Stamp
Endorsement - Signature or Stamp

VERS/O/BACK



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 100492

Amount: \$170.46

ROYAL BANK OF CANADA
BRAMBLE & CROOK BRANCH
30 BRAMBLE ROAD
BRAMPTON, ON L6Y 4R5

DATE 10 09 2020
MM DD YYYY

PAY *****170DOLLARS AND 46 CENTS*** \$ 170.46

TO THE ORDER OF
NICKLAND-BRAINER INC
PO BOX 2970
WINNIPEG MB R2S 4B5

ALUMINART PRODUCTS LIMITED

PER *[Signature]*

#100492# 000472=003# 102=671=5#

PRINTER ID. NO. 1004

SECURITY FEATURES
This document contains several security features designed to help you verify its authenticity. For more information, visit www.rbc.com.

12212020 W05788C
132322 0001
1016558

ROYAL BANK OF CANADA
12212020 W05788C
132322 0001
1016558

Endorsement - Signature or Stamp

VERS/OBACK

Serial #: 100503

Amount: \$1,186.50

ROYAL BANK OF CANADA
BRAMBLE & CROOK BRANCH
30 BRAMBLE ROAD
BRAMPTON, ON L6Y 4R5

DATE 10 09 2020
MM DD YYYY

PAY *****1,186DOLLARS AND 50 CENTS*** \$ 1,186.50

TO THE ORDER OF
GOLDEN BRIDGE AUTO SERVICE INC
90 TURBINE DRIVE
UNIT 6
TORONTO ON M9L 2P2

ALUMINART PRODUCTS LIMITED

PER *[Signature]*

#100503# 000472=003# 102=671=5#

PRINTER ID. NO. 1004

SECURITY FEATURES
This document contains several security features designed to help you verify its authenticity. For more information, visit www.rbc.com.

KRTTQ 224051565391
82362-002 6381960
Scotiabank
WESTON RD. & TORONTO DR.,
WESTON, ONT
30-Dec-2020
6381960-82362-002
82362 0061719

Endorsement - Signature or Stamp

VERS/OBACK

Serial #: 100508

Amount: \$165.00

ROYAL BANK OF CANADA
BRAMBLE & CROOK BRANCH
30 BRAMBLE ROAD
BRAMPTON, ON L6Y 4R5

DATE 10 08 2020
MM DD YYYY

PAY *****165DOLLARS AND 00 CENTS*** \$ 165.00

TO THE ORDER OF
PRISILA BHAGEA

ALUMINART PRODUCTS LIMITED

PER *[Signature]*

#100508# 000472=003# 102=671=5#

PRINTER ID. NO. 1004

SECURITY FEATURES
This document contains several security features designed to help you verify its authenticity. For more information, visit www.rbc.com.

Virtual Endorsement:
DSPACC
DSPTR
CSID: 3203473942525402057
TXND: 1
SCANS: 141,384,914
ITEMSEQ: 2
CHAND: 604
APPCD: 5098
TRANST: 02057
DSPCUR
TEFDT: 12/12/20
OPID: 344450168

Endorsement - Signature or Stamp

VERS/OBACK

Serial #: 100515

Amount: \$104.01

ROYAL BANK OF CANADA
BRAMBLE & CROOK BRANCH
30 BRAMBLE ROAD
BRAMPTON, ON L6Y 4R5

DATE 10 13 2020
MM DD YYYY

PAY *****104DOLLARS AND 01 CENTS*** \$ 104.01

TO THE ORDER OF
DWAYNE FRIZZELL
163 BRUCE DRIVE
TRURO NS B2N 5T1

ALUMINART PRODUCTS LIMITED

PER *[Signature]*

#100515# 000472=003# 102=671=5#

PRINTER ID. NO. 1004

SECURITY FEATURES
This document contains several security features designed to help you verify its authenticity. For more information, visit www.rbc.com.

Negotiating Institution: RBC ROYAL BANK
Deposit Transit Number: 06823-003
Account Number: 7018579
Date (YYMMDD): 20201223
Item Sequence Number: 863650000
MOD ATWD: 20201223
Envelope: 20201223

Endorsement - Signature or Stamp

VERS/OBACK



November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Amount: \$403.04

ALUMINART
PRODUCTS LIMITED
1 PLUMMERDALE ROAD
SPRINGTOWN, ON. L6T 4P6

ROYAL BANK OF CANADA
BRANMALLA B. OPENING BRANCH
55 BRANMALLA ROAD
SPRINGTOWN, ON. L6T 2N8

DATE 10 13 2020
MM 00 YYYY

*****4037DOLLARS AND NO CENTS SHOWN***** 4037.04

PAY

TO THE ORDER OF ROB MCPHEE
91 MEADOWDALE DRIVE
MONTICLO N.B. E1G 1E1

ALUMINART PRODUCTS LIMITED

1005187 0004720036 1020671548

4H97L 232114422175
80804-002 5762286
Scotiabank
WHEELER PARK
22-Dec-2020
5762286~80804-002
80804-0046221

Endossement - Signature ou timbre

VERSCH/BACK

[illegible]

95.00 002 07.5
(718" Hm) f m 1.5
2.2-4 m 1-20.00
2.5-5.5 1.47 m

Amount: \$56.45

ALUMINART
PRODUCTS LIMITED
1 BRAMBLELLA ROAD
BRAMPTON ON L6T 4G2

ROYAL BANK OF CANADA
BRAMBLELLA & ORCHARD BRANCH
61 BRAMBLELLA ROAD
BRAMPTON ON L6T 2Y5

DATE 10 13 2020
LBY NO YYYY

*****56**DOLLAR AND*43*CENTS*** \$ 56.45

ALUMINART PRODUCTS LIMITED

DAVE L'AP THORNE
1290 ORCHARD DRIVE
BRAMPTON ON L6K 2T7

TO THE ORDER OF

PER _____
PER _____

100522# 000472=0030 102=571=5#

05282-004 823751
12/15/2020 3:26:40 PM
Mobile Deposit 2819
654522297

Endorsement - Signature on back of check
Endorsement - Mark on or over the back of check

VERSCHICK

[illegible]

Amount: \$388.84

ALUMINART
PRODUCTS LIMITED
13000 64th AVE
VANCOUVER, BC V6V 1G2


ROYAL BANK OF CANADA
BRAMBLE & ORENDA BRANCH
50 BRAMBLE ROAD
BRAMPTON ON L6T 2M8

DATE 10 13 2026
MM DD YYYY

PAY *****3880EQILARS AND 64 CENTS*** \$ 388.64

ALUMINART PRODUCTS LIMITED

TO: SCOTT WISSE
123 BALLAND CRESCENT
EDMONTON AB T5T 6P5

FROM: 

FBI _____

F# 400523* 400477=0034 402=674=5*

20201223
Moss2d
1242784072 00004520050031166588
LOC: BHN 83249 CAL
20201223 ISBN: 2141375204

Endorsement - Signature ou timbre
Endorsement - Signature ou timbre

VERSO/BACH

[illegible]

Amount: \$165.00

[illegible]

Virtual Endorsement
DSPACC:
DSPTR:
CSID: 3203473942525402057
TXNID: 1
SCANSES: 141,384,914
ITMSEQ: 3
CHANID: 1003
APPCD: 9900
TRANSIT: 02057
DSPCUR:
TEFOT: 12/12/20
OPID: 344450168

Endossement - Signature ou timbre

VERSÖßBACH

[illegible]



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 100542

Amount: \$57.29

ROYAL BANK OF CANADA
BRAMPTON & GERRARD BRANCH
50 BRAMBLE ROAD
BRAMPTON, ON L6T 5R8

DATE 10 20 2020
MM DD YYYY

PAY *****57*DOLLARS AND 29 CENTS***** \$ 57.29

TO THE ORDER OF AIR LTD/IDE CANADA INC.
#12042 PO BOX 6789
8TH CENTRE-UTLE
MONTREAL PQ H3C 4J5

ALUMINART PRODUCTS LIMITED

#100542# 000472#003# 102#671#5#

PRINTER ID. NO. 1004

SECURITY FEATURES

12142020 ME2042C
111213 0020
515047002

VERSIO/BACK

Serial #: 100562

Amount: \$164.45

ROYAL BANK OF CANADA
BRAMPTON & GERRARD BRANCH
50 BRAMBLE ROAD
BRAMPTON, ON L6T 5R8

DATE 10 26 2020
MM DD YYYY

PAY *****164*DOLLARS AND 45 CENTS***** \$ 164.45

TO THE ORDER OF JACK VAN DER HORST
9205 404 DEBALABERRY AVENUE
MINNEAPOLIS MN 55412

ALUMINART PRODUCTS LIMITED

#100562# 000472#003# 102#671#5#

PRINTER ID. NO. 1004

SECURITY FEATURES

20201221
10548 00501525
1240250552 00000000831456933598
10011 8000 0000 WING
20201221 1114000000
0000 0000000000

VERSIO/BACK

Serial #: 100564

Amount: \$98.46

ROYAL BANK OF CANADA
BRAMPTON & GERRARD BRANCH
50 BRAMBLE ROAD
BRAMPTON, ON L6T 5R8

DATE 10 26 2020
MM DD YYYY

PAY *****98*DOLLARS AND 46 CENTS***** \$ 98.46

TO THE ORDER OF ROB MCPHEX
91 MEADOWDALE DRIVE
MONTICLO MN 55310

ALUMINART PRODUCTS LIMITED

#100564# 000472#003# 102#671#5#

PRINTER ID. NO. 1004

SECURITY FEATURES

48971L 232114422174
80804-002 5762286
SCOTIABANK
WHEELER PARK

22-Dec-2020
5762286-80804-002
80804-0066221

VERSIO/BACK

Serial #: 100592

Amount: \$72.49

ROYAL BANK OF CANADA
BRAMPTON & GERRARD BRANCH
50 BRAMBLE ROAD
BRAMPTON, ON L6T 5R8

DATE 11 10 2020
MM DD YYYY

PAY *****72*DOLLARS AND 49 CENTS***** \$ 72.49

TO THE ORDER OF AIRWILL ELECTRICAL SUPPLY INC
50 DELTA PARK BLVD
UNIT 12
BRAMPTON ON L6T 5R8

ALUMINART PRODUCTS LIMITED

#100592# 000472#003# 102#671#5#

PRINTER ID. NO. 1004


SECURITY FEATURES

20201218
Rus62
1170 00116778
1241432808 00000000117625037848
11007 8000 1170 1000
20201218 1114000000
0000 0000000000

VERSIO/BACK

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 100594 Amount: \$46.08



ALUMINART
 PRODUCTS LIMITED
 15 BROADWAY
 BRAMPTON, ONT L6Y 4P2

BANK OF CANADA
 BRAMPTON BRANCH
 65 BRAMPTON RD
 BRAMPTON, ON L6Y 2H8

DATE 11 10 2020
 MM DD YYYY

*****46*DOLLARS AND 00 CENTS*****

PAY TO THE ORDER OF
 DAVE LAPHORSE
 1290 ORCHARD DRIVE
 OSHAWA ON L1K 2T7

ALUMINART PRODUCTS LIMITED


PER _____
 FOR _____

#100594# #00472-003# 102671=5#

[illegible]

Serial #: 100595 Amount: \$295.00

[illegible][illegible]

Serial #: 100596 Amount: \$1,494.72

ALUMINART
PRODUCTS LIMITED
ALUMINART ON LOT #15

FEDERAL BANK OF CANADA
BRANZALE & CRECHET BANCH
30 BRANZALE ROAD
BRANZALE ON L2T 1P8

DATE 11 10 2020
RE DG TTTT

*****1.4949DOLLARS AND 72 CENTS*****

1.494.72

ALUMINART PRODUCTS LIMITED

GEORGE MULLIGAN
470 BANKSIDE DRIVE
KITCHENER ON N2N 3J4

PER _____
PER _____

100595# #00472=003# 102=671=5#

[illegible]

Serial #: 100598 Amount: \$918.20

ALUMINART
PRODUCTS LIMITED
1 SUARRELA RDG
DRAUGHTON, CN L2T 2W8

ROYAL BANK OF CANADA
BRANFALL & ORANGE BRANCH
50 BRANFALL RDG
DRAUGHTON, CN L2T 2W8

DATE 11 10 2020
MM DD YYYY

*****918*DOLLARS AND 20 CENTS*** \$ 918.20

ALUMINART PRODUCTS LIMITED

MICHAEL DURMAN
10 BRYDDES STREET, UNIT 3
PARIS ON N6L 1R4

TO THE ORDER OF

FOR

FOR

#400598# #00472-003# 402-671-5#

36KL6 220164317820
 52282-02 9113952
 Scott's Bank
 LYNDSY RD & WAYNE GRETZKY
 BRANFORD, CT
 04-Dec-2020
 9113952-62282-02
 52282-02

Endorsement - Signature or Stamp
 Endorsement - Signature or Stamp

SECURITY FEATURES
 Color Features: The front of the check is printed in colors.
 Microprint: The words "MICROPRINT" are printed in small letters along the top edge of the front of the check.
 Security Thread: A security thread is embedded in the paper.
 Optical Features: The words "SECURITY" and "FEATURES" are printed in large letters on the front of the check.
 Watermark: The words "SECURITY" and "FEATURES" are printed in large letters on the front of the check.
 Carbon Copy: The words "SECURITY" and "FEATURES" are printed in large letters on the front of the check.

CARBON COPY OF THE RECEIPT
 The words "CARBON COPY OF THE RECEIPT" are printed in large letters on the front of the check.

VERSO/BACK

36KL6-001-001
 470X Recurring CV

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 100602

Amount: \$154.00

SECRET//NOFORN//NOFORN//NOFORN//NOFORN
 ROYAL BANK OF CANADA
 BRANZAS & DESCHAMBEAU
 80 BRUNALEA ROAD
 BRAMPTON ON L6T 2P6
 DATE 11 10 2020
 MM DD YYYY
 *****154*DOLLARS AND 00 CENTS***
 \$ 154.00
 PRISILA SHADEA
 ALUMINANT PRODUCTS LIMITED
 TO ORDER OF PRISILA SHADEA
 ORDER OF
 PER
 PER
 1006020 1006720031 1026671156

Virtual Endorsement
DSPACC:
DSPTR:
CSID: 3203473942525402057
TXNID: 1
SCANSES: 141,384,914
ITMSEO: 5
CHANID: 003
APPCD: 9900
TRANSIT: 02057
DSPCUR:
TEFDT: 12/12/20
OPID: 344450168

Endorsement - Signature ou Imbr
Endorsement - Signature or Stamp

VERSO/BACK

PRINTER ID NO. 1004

[illegible]

CARACTÉRISTIQUES DE SÉCURITÉ
 Les caractéristiques de sécurité sont les suivantes :
 - **PROTECTION** : le produit est protégé par un système de sécurité à 3 points.
 - **PROTECTION** : le produit est protégé par un système de sécurité à 3 points.
 - **PROTECTION** : le produit est protégé par un système de sécurité à 3 points.

[illegible]

Serial #: 100608

Amount: \$165.00

[illegible]

Virtual Endorsement
DSPACC:
DSPTR:
CSID: 3203473942525402057
TXNID: 1
SCANSSES: 141,384,914
ITMSEQ: 4
CHANID: 003
APPCD: 9900
TRANSIT: 02057
DSPCUR:
TEFDT: 12/12/20
OPID: 344450168

Endorsement - Signature of Ambassador
Endorsement - Signature of State

VERSO/BACK

PRINTER ID. NO. 1004

SECURITY FEATURES

7200 is one of the most secure of all of its kind. It has a built-in security system that is designed to protect the data stored on the disk. The system is based on a combination of hardware and software features that make it difficult for anyone to access the data without the proper authorization. The system also includes a built-in security system that is designed to protect the data stored on the disk. The system is based on a combination of hardware and software features that make it difficult for anyone to access the data without the proper authorization.

CARACTÉRISTIQUES DE SÉCURITÉ

Einzelne Pflanzenarten und -sorten können für eine Art in einem Gebiet zu einer bestimmten Zeit in einem bestimmten Lebensstadium vorkommen. Die Artenvielfalt ist die Anzahl der Arten, die in einem bestimmten Lebensstadium zu einer bestimmten Zeit in einem bestimmten Gebiet vorkommen.

Serial #: 100610

Amount: \$70.96

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05262 004 05262
12/15/2020 3:27:29 PM
Mobile Deposit 2519
6545929639
TDCY MOB TO
38281215 INY: 3140206841
C# 05262 004 05262

Endorsement - Signature on back
Endorsement - Signature of State

VERSO/BACK

PRINTER ID. NO. 106

[illegible]

CARACTÉRISTIQUES DE SÉCURITÉ
Ce papier respecte les caractéristiques de sécurité suivantes:
Falsification : Papier traité avec le papier par détection à la lumière
Papier résistant : Papier résistant dans le papier résistant
Résistance aux attaques : Résistance aux attaques
Résistance aux attaques : Résistance aux attaques

[illegible]

Serial #: 100611

Amount: \$340.03

ALUMINART
PRODUCTS LIMITED
1 BRAMBLE AVE
BRAMPTON, ON L6Y 1P7

ROYAL BANK OF CANADA
BRAMBLE & CROFT BRANCH
30 BRAMBLE AVE
BRAMPTON, ON L6Y 1W6

DATE 11 10 2020
NW 00 YYYY

PAY *****3400 DOLLARS AND 03 CENTS***** \$ 340.03

ALUMINART PRODUCTS LIMITED

TO: JACK VAN DER HORST
2205 404 DESJARDIS AVENUE
WINNIPEG MB R3C 2G3

CHECK OF

FR

FR

100611 100472003 10256755

TYPE 42 CRATE
20201221
FILB2
6548 00601525
1242035054 000000008314900935
TDCI DRN 65487 WPG
20201221 JSS: 1144580071

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERSO/BACK

PRINTER ID. NO. 1004

SECURITY FEATURES
Two layers dissuade the forces of theft: features that are second - Guardsmen posted in the lobby, wired up to a high - security alarm.
BATTERED & BURNED - Colored glass in the 1700s only visible under a bright light.
CORROSION RESISTANT - We planned to thoroughly acid test, deprive of all moisture & then embed aluminum PVC pipe in a hole in the glass.
IMPACT - A 2000 lb. ball from 10' to 12' falls to the plate.

[illegible]

PROTEOLIPID (TRICHLORACETATE) - This water-soluble emulsion is a fast-acting analgesic and antipyretic. It is indicated for the treatment of pain and fever in children. It is contraindicated in children with liver disease. It is also contraindicated in children with a known hypersensitivity to any of the ingredients. It is also contraindicated in children with a known hypersensitivity to any of the ingredients. It is also contraindicated in children with a known hypersensitivity to any of the ingredients.



Business Account Statement

318

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 100613

Amount: \$169.50

ALUMINART
PRODUCTS LIMITED
1 SUMMIT ROAD
BRAMPTON ON L6Y 4K2

ROYAL BANK OF CANADA
BRAMBLE & DUNDAS BRANCH
50 BRAMBLE ROAD
BRAMPTON ON L6Y 2W6

DATE 11 10 2020
MM DD YYYY

PAY *****169*DOLLARS AND 50 CENTS*** \$ 169.50

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF: ROB MCPHEE
91 MEADOWDALE DRIVE
MONCTON NB E1G 1E1

PER: [Signature]

100613# 00472#003# 102#671#5#

4897L 232114422173
80804-002 5762286
Scotiabank
WHEELER PARK

22-Dec-2020
5762286-80804-002
80804-0046221

Endorsement - Signature or Stamp
Endorsement - Signature or Stamp

VERSO/BACK

PRINTER ID. NO. 1004
SECURITY FEATURES
The following features are designed to help you verify the authenticity of this document:
- Watermark: A watermark of the Royal Bank of Canada is visible throughout the document.
- Hologram: A hologram is located on the front of the document.
- Microprint: Microprint is visible along the edges of the document.
- Security Thread: A security thread is embedded in the paper.
- Colour: The document is printed on high-quality, security-grade paper.

CARACTÉRISTIQUES DE SÉCURITÉ
Les caractéristiques de sécurité suivantes sont conçues pour vous aider à vérifier l'authenticité de ce document:
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- Couleur: Le document est imprimé sur un papier de haute qualité et de sécurité.

Serial #: 100614

Amount: \$266.30

ALUMINART
PRODUCTS LIMITED
1 SUMMIT ROAD
BRAMPTON ON L6Y 4K2

ROYAL BANK OF CANADA
BRAMBLE & DUNDAS BRANCH
50 BRAMBLE ROAD
BRAMPTON ON L6Y 2W6

DATE 11 10 2020
MM DD YYYY

PAY *****266*DOLLARS AND 30 CENTS*** \$ 266.30

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF: SCOTT WIEBE
123 GALLAND CRESCENT
EDMONTON AB T5T 6P5

PER: [Signature]

100614# 00472#003# 102#671#5#

20201223
Moore's

1242794073 06004520050031126588
TDK1 BNN 024# C.V.
505113 BA 114139512
2- 31043-250000

Endorsement - Signature or Stamp
Endorsement - Signature or Stamp

VERSO/BACK

PRINTER ID. NO. 1004
SECURITY FEATURES
The following features are designed to help you verify the authenticity of this document:
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Serial #: 100617

Amount: \$1,697.30

ALUMINART
PRODUCTS LIMITED
1 SUMMIT ROAD
BRAMPTON ON L6Y 4K2

ROYAL BANK OF CANADA
BRAMBLE & DUNDAS BRANCH
50 BRAMBLE ROAD
BRAMPTON ON L6Y 2W6

DATE 11 10 2020
MM DD YYYY

PAY *****1,697*DOLLARS AND 30 CENTS*** \$ 1,697.30

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF: BARBARA GEISEL
6677 BARRISDALE DRIVE
MISSISSAUGA ON L5N 2B5

PER: [Signature]

100617# 00472#003# 102#671#5#

07DEC2020
001 04702
735425140135860
26702-3159718

Endorsement - Signature or Stamp
Endorsement - Signature or Stamp

VERSO/BACK

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- Couleur: Le document est imprimé sur un papier de haute qualité et de sécurité.

Serial #: 100621

Amount: \$177.30

ALUMINART
PRODUCTS LIMITED
1 SUMMIT ROAD
BRAMPTON ON L6Y 4K2

ROYAL BANK OF CANADA
BRAMBLE & DUNDAS BRANCH
50 BRAMBLE ROAD
BRAMPTON ON L6Y 2W6

DATE 11 12 2020
MM DD YYYY

PAY *****177*DOLLARS AND 30 CENTS*** \$ 177.30

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF: MICHAEL DURHAM
10 BRYDGES STREET, UNIT 3
PARIS ON N3L 1R4

PER: [Signature]

100621# 00472#003# 102#671#5#

J6X16 220164317821
52282-002 9113952
Scotiabank
LYNDEN RD & WAYNE GRETZKY
BRANTFORD, ON
04-Dec-2020
9113952-52282-002
52282-002

Endorsement - Signature or Stamp
Endorsement - Signature or Stamp

VERSO/BACK

PRINTER ID. NO. 1004
SECURITY FEATURES
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ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 100626

Amount: \$420.00

ALUMINART
PRODUCTS LIMITED
1000 LEBLANC RD
BRAMPTON ON L6T 4T2

ROYAL BANK OF CANADA
BRAMPTON & OGDON BRANCH
80 BRAMBLEA ROAD
BRAMPTON ON L6T 2H6

DATE 11/17/2020
MM/YY

PAY TO THE ORDER OF JNB CONSULTING
88 NIPISSEDALE CRESCENT
BRAMPTON ON L6A 5A1

ALUMINART PRODUCTS LIMITED

PER [Signature]

100626 00472-0030 102-671-5

Negotiating Institution: RBC ROYAL BANK
Deposit Transit Number: 00512-003
Account Number: 1023787
Date (YYYYMMDD): 20201201
Item Sequence Number: 9633408614

30201201 00512-003 9633408614

PRINTED ON 1001

Serial #: 100661

Amount: \$500.00

ALUMINART
PRODUCTS LIMITED
1000 LEBLANC RD
BRAMPTON ON L6T 4T2

ROYAL BANK OF CANADA
BRAMPTON & OGDON BRANCH
80 BRAMBLEA ROAD
BRAMPTON ON L6T 2H6

DATE 12/01/2020
MM/YY

PAY TO THE ORDER OF Five Hundred

ALUMINART PRODUCTS LIMITED

PER [Signature]

100661 00472-0030 102-671-5

Printer ID: NO. 1004

ACC # 8231338

30201201 00512-003 9633408614

VERS/O/BACK

Serial #: 100665

Amount: \$6,640.00

ALUMINART
PRODUCTS LIMITED
1000 LEBLANC RD
BRAMPTON ON L6T 4T2

ROYAL BANK OF CANADA
BRAMPTON & OGDON BRANCH
80 BRAMBLEA ROAD
BRAMPTON ON L6T 2H6

DATE 12/11/2020
MM/YY

PAY TO THE ORDER OF SIX THOUSAND SIX HUNDRED + FORTY

ALUMINART PRODUCTS LIMITED

PER [Signature]

100665 00472-0030 102-671-5

Virtual Endorsement
DSPACC: 1005941
DSPTR: 02542-003
CSID: 8203466009745202542
TXNID: 1
SCANS: 141,366,241
ITMSEQ: 2
CHAND: 004
APPCD: 6900
TRANSIT: 02542
DSPCUR: CAD
TEFDT: 11/12/20
OPID: 522636638

Endorsement - Signature du titulaire
Endorsement - Signature of Client

VERS/O/BACK

Serial #: 100666

Amount: \$10,170.00

ALUMINART
PRODUCTS LIMITED
1000 LEBLANC RD
BRAMPTON ON L6T 4T2

ROYAL BANK OF CANADA
BRAMPTON & OGDON BRANCH
80 BRAMBLEA ROAD
BRAMPTON ON L6T 2H6

DATE 12/17/2020
MM/YY

PAY TO THE ORDER OF TEN THOUSAND ONE HUNDRED + SEVENTY

ALUMINART PRODUCTS LIMITED

PER [Signature]

100666 00472-0030 102-671-5

Virtual Endorsement
DSPACC: 1005941
DSPTR: 02542-003
CSID: 8203466009745202542
TXNID: 1
SCANS: 141,366,241
ITMSEQ: 3
CHAND: 004
APPCD: 6900
TRANSIT: 02542
DSPCUR: CAD
TEFDT: 11/12/20
OPID: 522636638

Endorsement - Signature du titulaire
Endorsement - Signature of Client

VERS/O/BACK



Business Account Statement

320

November 30, 2020 to December 31, 2020

Account number: 00472 102-671-5

Serial #: 100667

Amount: \$6,640.00

ALUMINART
PRODUCTS LIMITED
1 BRAMALLA ROAD
BRAMPTON ON L6T 4G7

ROYAL BANK OF CANADA
BRAMALLA & DUNDAS BRANCH
50 BRAMALLA ROAD
BRAMPTON ON L6T 2N6

DATE 12 7 2020
MM DD YYYY

PAY SIX THOUSAND SIX HUNDRED + FORTY \$6640.00

TO THE ORDER OF 2551755 ONTARIO INC.

ALUMINART PRODUCTS LIMITED

PER [Signature]

#100667# #00472#0031# 102-671-5#

Virtual Endorsement
DSPACC: 1005941
DSPTR: 02542-003
CSID: 5203425373650302542
TXNID: 1
SCANSSES: 141,069,049
ITMSEQ: 2
CHANID: 003...
APPCD: 9999...
TRANSIT: 02542
DSPCUR: CAD
TEFDT: 07/12/20
OPID: 522636638

PRINTER ID NO. 1004

SECURITY FEATURES

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERS/OBACK

Serial #: 100668

Amount: \$11,300.00

ALUMINART
PRODUCTS LIMITED
1 BRAMALLA ROAD
BRAMPTON ON L6T 4G7

ROYAL BANK OF CANADA
BRAMALLA & DUNDAS BRANCH
50 BRAMALLA ROAD
BRAMPTON ON L6T 2N6

DATE 11 7 2020
MM DD YYYY

PAY ELEVEN THOUSAND THREE HUNDRED \$11300.00

TO THE ORDER OF 2551755 ONTARIO INC.

ALUMINART PRODUCTS LIMITED

PER [Signature]

#100668# #00472#0031# 102-671-5#

Virtual Endorsement
DSPACC: 1005941
DSPTR: 02542-003
CSID: 5203425373650302542
TXNID: 1
SCANSSES: 141,069,049
ITMSEQ: 3
CHANID: 003...
APPCD: 9999...
TRANSIT: 02542
DSPCUR: CAD
TEFDT: 07/12/20
OPID: 522636638

PRINTER ID NO. 1004

SECURITY FEATURES

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERS/OBACK

Serial #: 100669

Amount: \$16,950.00

ALUMINART
PRODUCTS LIMITED
1 BRAMALLA ROAD
BRAMPTON ON L6T 4G7

ROYAL BANK OF CANADA
BRAMALLA & DUNDAS BRANCH
50 BRAMALLA ROAD
BRAMPTON ON L6T 2N6

DATE 12 7 2020
MM DD YYYY

PAY SIXTEEN THOUSAND NINE HUNDRED + FIFTY \$16950.00

TO THE ORDER OF 2551755 ONTARIO INC.

ALUMINART PRODUCTS LIMITED

PER [Signature]

#100669# #00472#0031# 102-671-5#

Virtual Endorsement
DSPACC: 1005941
DSPTR: 02542-003
CSID: 5203425373650302542
TXNID: 1
SCANSSES: 141,069,049
ITMSEQ: 4
CHANID: 003...
APPCD: 9999...
TRANSIT: 02542
DSPCUR: CAD
TEFDT: 07/12/20
OPID: 522636638

PRINTER ID NO. 1004

SECURITY FEATURES

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERS/OBACK

Serial #: 100670

Amount: \$6,497.50

ALUMINART
PRODUCTS LIMITED
1 BRAMALLA ROAD
BRAMPTON ON L6T 4G7

ROYAL BANK OF CANADA
BRAMALLA & DUNDAS BRANCH
50 BRAMALLA ROAD
BRAMPTON ON L6T 2N6

DATE 12 03 2020
MM DD YYYY

PAY SIX THOUSAND FOUR HUNDRED + NINETY SEVEN \$6497.50

TO THE ORDER OF 2551755 ONTARIO INC.

ALUMINART PRODUCTS LIMITED

PER [Signature]

#100670# #00472#0031# 102-671-5#

Virtual Endorsement
DSPACC: 1005941
DSPTR: 02542-003
CSID: 8203384596737802542
TXNID: 1
SCANSSES: 140,864,740
ITMSEQ: 2
CHANID: 003...
APPCD: 9999...
TRANSIT: 02542
DSPCUR: CAD
TEFDT: 03/12/20
OPID: 572189173

PRINTER ID NO. 1004

SECURITY FEATURES

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERS/OBACK

02542 - 1005941



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 100681

Amount: \$400.00

ROYAL BANK OF CANADA
BRAMBLE & ORCHARD BRANCH
50 BRAMBLE ROAD
BRAMPTON ON L6T 2H6

DATE 12/01/2020

PAY TO THE ORDER OF BARBARA GEIGEL
6679 BARRISDALE DRIVE
MISSISSAUGA ON L5N 2H5

ALUMINART PRODUCTS LIMITED

\$ 400.00

100681 100472=0031 102=671=5

07DEC2020
001 04702
705425140135670
26702-3159718

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

PRINTER ID. NO. 1004

SECURITY FEATURES

CHARACTERISTIQUES DE SECURITE

VERS/BACK

Serial #: 100682

Amount: \$1,830.60

ROYAL BANK OF CANADA
BRAMBLE & ORCHARD BRANCH
50 BRAMBLE ROAD
BRAMPTON ON L6T 2H6

DATE 12/01/2020

PAY TO THE ORDER OF FOAM CONCEPT 2000 INC
400 TAPSCOTT ROAD
SCARBOROUGH ON M1D 1A3

ALUMINART PRODUCTS LIMITED

\$ 1,830.60

100682 100472=0031 102=671=5

03331-006
NATIONAL BANK OF CANADA
DEC 17 2020
M 8 03331-006
100472-0031
2206099957

FOR DEPOSIT ONLY TO:
FOAM CONCEPT 2000 INC.
TR. #10061 ACC. #472320

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

PRINTER ID. NO. 1004

SECURITY FEATURES

CHARACTERISTIQUES DE SECURITE

VERS/BACK

Serial #: 100683

Amount: \$402.50

ROYAL BANK OF CANADA
BRAMBLE & ORCHARD BRANCH
50 BRAMBLE ROAD
BRAMPTON ON L6T 2H6

DATE 12/01/2020

PAY TO THE ORDER OF JND CONSULTING
88 HUPPING CREEK
BRAMPTON ON L6G 5A1

ALUMINART PRODUCTS LIMITED

\$ 402.50

100683 100472=0031 102=671=5

Negotiating Institution: RBC ROYAL BANK
Deposit Transit Number: 0512-003
Account Number: 1023781
Date (YYYYMMDD): 20201209
Item Sequence Number: 9634653060
MOC ATMD: 1815
Envelope # 100683

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

PRINTER ID. NO. 1004

SECURITY FEATURES

CHARACTERISTIQUES DE SECURITE

VERS/BACK

Serial #: 100684

Amount: \$5,650.00

ROYAL BANK OF CANADA
BRAMBLE & ORCHARD BRANCH
50 BRAMBLE ROAD
BRAMPTON ON L6T 2H6

DATE 12/1/2020

PAY TO THE ORDER OF FIVE THOUSAND SIX HUNDRED + FIFTY 00/100
2551755 ONTARIO INC

ALUMINART PRODUCTS LIMITED

\$ 5,650.00

100684 100472=0031 102=671=5

Virtual Endorsement -
DSPACC: 1005941
DSPTR: 02542-003
CSID: 2203365778992602542
TXNID: 1
SCANSES: 140,743,009
ITEMSEQ: 2
CHANID: 003
APPCD: 6066
TRANST: 02542
DSPCUR: CAD
TFTDT: 01/12/20
OPID: 330382763

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

PRINTER ID. NO. 1004

SECURITY FEATURES

CHARACTERISTIQUES DE SECURITE

VERS/BACK



Business Account Statement 322

November 30, 2020 to December 31, 2020

Account number: 00472 102-671-5

Serial #: 100685

Amount: \$2,920.00

ROYAL BANK OF CANADA
BRAMBLEA & OROON BRANCH
50 BRAMBLEA ROAD
BRAMPTON, ON L6T 2H6

DATE 12 1 2020
MM DD YYYY

PAY TWO THOUSAND NINE HUNDRED + TWENTY \$2,920.00

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF 2551755 ONTARIO INC. Quano

PER

⑆100685⑆ ⑈00472⑈003⑈ ⑈02⑈671⑈5⑈

Virtual Endorsement
DSPACC: 1005941
DSPTR: 02542-003
CSID: 220335577992602542
TXND: 1
SCANSES: 140,743,009
ITMSEQ: 3
CHAND: 003
APPCD: 5090
TRANSIT: 02542
DSPCUR: CAD
TEFDT: 01/12/20
OPID: 330382763

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

PRINTER ID. NO. 1004

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- Microprint: The word "CANADA" is printed in small letters along the top edge of the document.
- Colour: The document is printed in colour.

CARACTÉRISTIQUES DE SÉCURITÉ
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VERS/BACK

Serial #: 100690

Amount: \$11,017.50

ROYAL BANK OF CANADA
BRAMBLEA & OROON BRANCH
50 BRAMBLEA ROAD
BRAMPTON, ON L6T 2H6

DATE 12 03 2020
MM DD YYYY

PAY *****11,017=DOLLARS AND 50 CENTS*** \$11,017.50

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF LPI MECHANICAL INC.
3 BRIMSTER ROAD
ORDER UNIT 13
BRAMPTON ON L6T 5G9

PER Quano

⑆100690⑆ ⑈00472⑈003⑈ ⑈02⑈671⑈5⑈

Date: 12/10/20
Dep: 000344
Transit: 03022-010
Source Number: 96
Account: 8203848

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

PRINTER ID. NO. 1004

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- Couleur: Le document est imprimé en couleur.

VERS/BACK

Serial #: 100692

Amount: \$2,000.00

ROYAL BANK OF CANADA
BRAMBLEA & OROON BRANCH
50 BRAMBLEA ROAD
BRAMPTON, ON L6T 2H6

DATE 12-04-2020
MM DD YYYY

PAY *****2,000=DOLLARS AND 00 CENTS*** \$2,000.00

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF GREEN VALLEY
LANDSCAPE & CONSTRUCTION INC.
49 SPRINGVIEW DRIVE
BRAMPTON ON L6A 4L0

PER Quano

⑆100692⑆ ⑈00472⑈003⑈ ⑈02⑈671⑈5⑈

03102-004
12/7/2020 1:58:05 PM
Mobile Deposit: 2019
6544029165

310/521370
Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

PRINTER ID. NO. 1004

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- Hologramme: Un hologramme circulaire se trouve sur le côté droit du document.
- Microimpression: Le mot "CANADA" est imprimé en petites lettres le long du bord supérieur du document.
- Couleur: Le document est imprimé en couleur.

VERS/BACK

Serial #: 100693

Amount: \$5,307.20

ROYAL BANK OF CANADA
BRAMBLEA & OROON BRANCH
50 BRAMBLEA ROAD
BRAMPTON, ON L6T 2H6

DATE 12 24 2020
MM DD YYYY

PAY FIVE THOUSAND THREE HUNDRED + SEVEN \$5,307.20

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF 2551755 ONTARIO INC. Quano

PER

⑆100693⑆ ⑈00472⑈003⑈ ⑈02⑈671⑈5⑈

Virtual Endorsement
DSPACC: 1005941
DSPTR: 02542-003
CSID: 0203643461605102542
TXND: 1
SCANSES: 142,114,134
ITMSEQ: 3
CHAND: 003
APPCD: 5090
TRANSIT: 02542
DSPCUR: CAD
TEFDT: 29/12/20
OPID: 198237232

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

PRINTER ID. NO. 1004

SECURITY FEATURES
The document contains the following security features:
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- Hologram: A circular hologram is located on the right side of the document.
- Microprint: The word "CANADA" is printed in small letters along the top edge of the document.
- Colour: The document is printed in colour.

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Le document contient les caractéristiques de sécurité suivantes:
- Filigrane: Le mot "CANADA" est visible en arrière-plan du document.
- Hologramme: Un hologramme circulaire se trouve sur le côté droit du document.
- Microimpression: Le mot "CANADA" est imprimé en petites lettres le long du bord supérieur du document.
- Couleur: Le document est imprimé en couleur.

VERS/BACK

02542-100594

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 100694 Amount: \$5,307.00

ALUMINUM
PRODUCTS LIMITED
1 BANKERS TRUST
DUMFRIES ON L7T 2Y8

ROYAL BANK OF CANADA
SHAWVILLE & GORDON BRANCH
36 SHAWVILLE ROAD
SHAWMONT ON L7T 2Y8

DATE 12-9-2020
MM DD YYYY

PAY FIVE THOUSAND THREE HUNDRED & 53/100
SEVENTY-THREE CENTS
X6

ALUMINUM PRODUCTS LIMITED

TO THE ORDER OF 2551755 ONTARIO INC PER @MUNRO

FLR

#100694# #00472003# #0255745#

[illegible]

Serial #: 100700 Amount: \$137.61

 LUMINART
 PRODUCTS LIMITED
 1 BURNHAM RD
 BRIMFON, ON L3P 4R1

 ROYAL BANK OF CANADA
 BRAMBLETON CREDIT BRANCH
 50 BRAMBLETON RD
 BRAMFON, ON L3T 2R6
 DATE 12/08/2020
 NW 00 PITY
 *****137\$ DOLLARS AND 61 CENTS*****
 \$ 137.61
 TO DWAYNE FRIZZELL
 163 SPRUCE DRIVE
 TRURO NS B2N 5T1
 PER
 PER
 #100700# #00472#003# 102=571=5#

[illegible]

Serial #: 100701 Amount: \$1,350.63

ALUMINART
PRODUCTS LIMITED
15500 LAKESHORE DRIVE
SHANNON, ON L7T 4P9

ROYAL BANK OF CANADA
BRANCHES & CREDIT BRANCH
30 GERRARD ST. E.
SHANNON, ON L7T 2H9

DATE 12 16 2020
NN CC VVVV

*****1.350=DOLLARS AND 63 CENTS***** 8 1.350=63

ALUMINART PRODUCTS LIMITED


TO: GEORGE MULLIGAN
470 BARKSIDE DRIVE
KITCHENER ON N2N 3J4

PER _____
PER _____

⑆100701⑆ ⑆0047⑆00⑆ ⑆02⑆67⑆5⑆

[illegible]

Serial #: 100704 Amount: \$1,477.69


ALUMINART
 PRODUCTS LIMITED
 100 HATHAWAY AVE
 THORNHILL, ONT L4J 8T6

NATIONAL BANK OF CANADA
 (BANKAMERICA CITICORP BRANCH)
 100 HATHAWAY AVE
 THORNHILL, ONT L4J 8T6

DATE 12 06 2020
 'MM 'DD 'YY

*****1.477*DOLLAR *****

PAY TO THE ORDER OF

V&V CONSULTING
 140 HATHAWAY TRIAL
 THORNHILL ON L4J 8T6

ALUMINART PRODUCTS LIMITED

\$ 1.477.69

100704* 100472=0032 102=67=5*

[illegible]



Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 100705

Amount: \$684.72

ALUMINART
PRODUCTS LIMITED
3777 VAUGHAN VALLEY BLVD
WOODBRIDGE ON L4H 3D5

ROYAL BANK OF CANADA
BRAMALEA & DUNDAS BRANCH
30 BRAMALEA ROAD
BRAMPTON ON L6Y 4R6

DATE 12 08 2020
MM DD YYYY

*****684=DOLLARS AND 72 CENTS*** \$ 684.72

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF: VIC SAFETY INCORPORATED

#100705# 000472=003# 102=671=5#

DSPACC: 1009430
DSPTR: 05602-003
ITEM: 11
LOC: Location001

For Deposit Only
TO THE CREDIT OF
VIC SAFETY INCORPORATED
Acc. No. 1009430

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

Deposit 09/12/2020
VIC SAFETY INCORPORATED

SECURITY FEATURES
To ensure security, this document is printed on a high quality paper with a watermark and a security thread. The document is also printed with a security pattern and a security code. The document is also printed with a security pattern and a security code. The document is also printed with a security pattern and a security code.

CHARACTERISTIQUES DE SECURITE
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VERS/BACK

Serial #: 100710

Amount: \$3,694.23

ALUMINART
PRODUCTS LIMITED
3777 VAUGHAN VALLEY BLVD
WOODBRIDGE ON L4H 3D5

ROYAL BANK OF CANADA
BRAMALEA & DUNDAS BRANCH
30 BRAMALEA ROAD
BRAMPTON ON L6Y 4R6

DATE 12 08 2020
MM DD YYYY

*****3,694=DOLLARS AND 23 CENTS*** \$ 3,694.23

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF: MUKESH MUNJAL

#100710# 000472=003# 102=671=5#

00802-004
12/9/2020 3:25:38 PM
Mobile Deposit 2619
6545112093

TOCT MOB
000472=003#
C.R. 000472=003#

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

Printer ID. NO. 1004

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CHARACTERISTIQUES DE SECURITE
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VERS/BACK

Serial #: 100712

Amount: \$517.13

ALUMINART
PRODUCTS LIMITED
3777 VAUGHAN VALLEY BLVD
WOODBRIDGE ON L4H 3D5

ROYAL BANK OF CANADA
BRAMALEA & DUNDAS BRANCH
30 BRAMALEA ROAD
BRAMPTON ON L6Y 4R6

DATE 12 14 2020
MM DD YYYY

*****517=DOLLARS AND 13 CENTS*** \$ 517.13

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF: BARBARA GEISLER

#100712# 000472=003# 102=671=5#

1712020
26702-001 3159718
3241266 008045

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

Printer ID. NO. 1004

SECURITY FEATURES
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CHARACTERISTIQUES DE SECURITE
Ce document est imprimé sur un papier de haute qualité avec un filigrane et un fil de sécurité. Le document est également imprimé avec un motif de sécurité et un code de sécurité. Le document est également imprimé avec un motif de sécurité et un code de sécurité.

VERS/BACK

Serial #: 100713

Amount: \$31.01

ALUMINART
PRODUCTS LIMITED
3777 VAUGHAN VALLEY BLVD
WOODBRIDGE ON L4H 3D5

ROYAL BANK OF CANADA
BRAMALEA & DUNDAS BRANCH
30 BRAMALEA ROAD
BRAMPTON ON L6Y 4R6

DATE 12 14 2020
MM DD YYYY

*****31=DOLLARS AND 01 CENTS*** \$ 31.01

ALUMINART PRODUCTS LIMITED

TO THE ORDER OF: BELL CONFERRING INC.

#100713# 000472=003# 102=671=5#

00022-001
2020-12-22
78261127800376#

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

Deposit to the Credit of
BELL CONFERRING INC.
TR# 00022-001 ACC # 1973-805

Printer ID. NO. 1004

SECURITY FEATURES
To ensure security, this document is printed on a high quality paper with a watermark and a security thread. The document is also printed with a security pattern and a security code. The document is also printed with a security pattern and a security code. The document is also printed with a security pattern and a security code.

CHARACTERISTIQUES DE SECURITE
Ce document est imprimé sur un papier de haute qualité avec un filigrane et un fil de sécurité. Le document est également imprimé avec un motif de sécurité et un code de sécurité. Le document est également imprimé avec un motif de sécurité et un code de sécurité.

VERS/BACK

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Amount: \$2,000.00

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03102-004 22000070
12/15/2020 11:33:47 AM
Moovie Depot 2619
6545862411

TRCT MOB TOR
12011 0310:014431249
C/E 831.66 0116070

Amount: \$350.75

~~CONFIDENTIAL - EXEMPTIONS OF FOIA b7E~~

ROYAL BANK OF CANADA
BRANDELA & ORENDA BRANCH
80 BRANDELA ROAD
DUNSMITH ON LST #195

ALUMINART
PRODUCTS LIMITED
1 BRANDELA ROAD
DUNSMITH ON LST #195

DATE 12 14 2020
MM DD YYYY

PAY *****350 DOLLARS AND 75 CENTS***** \$ 350.75

ONEZONE CONSULTING
PO BOX 93622 MEMPHIS GAST
MEMPHIS ON LST BKS

ALUMINART PRODUCTS LIMITED

FOR _____
PER _____

F100715F 600472-003C 102-571-5F

[illegible]

Amount: \$64.46

ALUMINART
PRODUCTS LIMITED
10 BRIMBLEDALE ROAD
BRIMBLETON ON LIT 8H

ROYAL BANK OF CANADA
BRIMBLEDALE & CORTNEY BRANCH
50 BRIMBLEDALE ROAD
BRIMBLETON ON L4T 7W6

DATE 12 14 2020
MM DD YYYY

*****\$644 DOLLARS AND 46 CENTS**** \$ 64.46

PAY TO THE ORDER OF FURULOTOR COURIER LTD.
P O BOX 4800 STN MAIN
CONCORD ON L4A 0K1

ALUMINART PRODUCTS LIMITED

F 4007 66# 000472=0032 402=574=5#

[illegible]

Amount: \$70.81

ALUMINART
PRODUCTS LIMITED
1 SUMMITTOWN ROAD
SUMMITTOWN, N.J. 07980

ROYAL BANK OF CANADA
BRANHAM & ORENDA BRANCH
80 BRANHAM ROAD
SUMMITTOWN, N.J. 07980

DATE 12 14 2020
RE 00 YYY

PAY ***** TWENTY DOLLARS AND 81 CENTS ***** \$ 20.81

ALUMINART PRODUCTS LIMITED

TO: ROY MC PHEE
FROM: 91 HEADBONDALE DRIVE
MONTGOMERY, N.J. 07043

[illegible]



Business Account Statement

326

November 30, 2020 to December 31, 2020

Account number: 00472 102-671-5

Serial #: 100718

Amount: \$472.90

ALUMINART
PRODUCTS LIMITED
1 SUMMITTOWN ROAD
BRAMPTON, ON L6Y 4Y1

ROYAL BANK OF CANADA
BRAMPTON & OAKVILLE BRANCH
50 SUMMITTOWN ROAD
BRAMPTON, ON L6Y 4Y1

DATE 12 14 2020
MM DD YYYY

PAY *****472 DOLLARS AND 90 CENTS***** \$ 472.90

TO THE ORDER OF VIC SAFETY INCORPORATED
377 VAUGHAN VALLEY BLVD
WOODBRIDGE ON L4H 3D5

ALUMINART PRODUCTS LIMITED

PER [Signature]

100718 00472-003 102-671-5

OSPACC: 1009430
DSPTR: 05602-003
ITMSEQ: 1
LOC: Location001

For Deposit Only
TO THE CREDIT OF
V.I.C. SAFETY INCORPORATED
Acct. No. 1009430

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERSOFBACK

Deposit 22/12/2020
SECURITY FEATURES
PRINTED ID. NO. 1004

Serial #: 100720

Amount: \$3,955.00

ALUMINART
PRODUCTS LIMITED
1 SUMMITTOWN ROAD
BRAMPTON, ON L6Y 4Y1

ROYAL BANK OF CANADA
BRAMPTON & OAKVILLE BRANCH
50 SUMMITTOWN ROAD
BRAMPTON, ON L6Y 4Y1

DATE 12 14 2020
MM DD YYYY

PAY THREE THOUSAND NINE HUNDRED + FIFTY - FIVE \$ 3955.00

TO THE ORDER OF 2551755 ONTARIO INC

ALUMINART PRODUCTS LIMITED

PER [Signature]

100720 00472-003 102-671-5

Virtual Endorsement
OSPACC: 1005941
DSPTR: 02542-003
CSID: 3203496112998702542
TXNID: 1
SCANS: 141,466,362
ITMSEQ: 2
CHANID: 000
APPCD: 9909
TRANSIT: 02542
DSPCUR: CAD
TEFDT: 14/12/20
OPID: 198237232

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERSOFBACK

02542-1005941

PRINTED ID. NO. 1004

Serial #: 100721

Amount: \$6,400.00

ALUMINART
PRODUCTS LIMITED
1 SUMMITTOWN ROAD
BRAMPTON, ON L6Y 4Y1

ROYAL BANK OF CANADA
BRAMPTON & OAKVILLE BRANCH
50 SUMMITTOWN ROAD
BRAMPTON, ON L6Y 4Y1

DATE 12 16 2020
MM DD YYYY

PAY SIX THOUSAND FOUR HUNDRED - 00 \$ 6400.00

TO THE ORDER OF 2551755 ONTARIO INC

ALUMINART PRODUCTS LIMITED

PER [Signature]

100721 00472-003 102-671-5

Virtual Endorsement
OSPACC: 1005941
DSPTR: 02542-003
CSID: 3203515216212402542
TXNID: 1
SCANS: 141,596,025
ITMSEQ: 2
CHANID: 000
APPCD: 9909
TRANSIT: 02542
DSPCUR: CAD
TEFDT: 15/12/20
OPID: 198237232

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERSOFBACK

02542-1005941

PRINTED ID. NO. 1004

Serial #: 100725

Amount: \$18,500.00

ALUMINART
PRODUCTS LIMITED
1 SUMMITTOWN ROAD
BRAMPTON, ON L6Y 4Y1

ROYAL BANK OF CANADA
BRAMPTON & OAKVILLE BRANCH
50 SUMMITTOWN ROAD
BRAMPTON, ON L6Y 4Y1

DATE 12 15 2020
MM DD YYYY

PAY EIGHTEEN THOUSAND FIVE HUNDRED - 00 \$ 18500.00

TO THE ORDER OF 2551755 ONTARIO INC

ALUMINART PRODUCTS LIMITED

PER [Signature]

100725 00472-003 102-671-5

Virtual Endorsement
OSPACC: 1005941
DSPTR: 02542-003
CSID: 4203506087859502542
TXNID: 1
SCANS: 141,547,308
ITMSEQ: 2
CHANID: 000
APPCD: 9909
TRANSIT: 02542
DSPCUR: CAD
TEFDT: 15/12/20
OPID: 522636638

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERSOFBACK

PRINTED ID. NO. 1004



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-671-5

Serial #: 100726

Amount: \$325.43

ROYAL BANK OF CANADA
BRAMBLE & OGDON BRANCH
80 BRAMBLE ROAD
BRAMPTON, ON L6T 2V8

DATE 12 15 2020
MM DD YYYY

PAY THREE HUNDRED TWENTY FIVE AND 43/100 \$ 325.43

TO THE ORDER OF WINSTON LA COSTA

ALLUMINART PRODUCTS LIMITED

100726# 00472-003# 102-671-5#

PRINTER ID. NO. 1004

SECURITY FEATURES

16122820
04742-001 8106348
3241739 006415

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERS/O/BACK

Serial #: 100728

Amount: \$236.08

ROYAL BANK OF CANADA
BRAMBLE & OGDON BRANCH
80 BRAMBLE ROAD
BRAMPTON, ON L6T 2V8

DATE 12 15 2020
MM DD YYYY

PAY \$ 236.00

TO THE ORDER OF JIM COLLINS

ALLUMINART PRODUCTS LIMITED

100728# 00472-003# 102-671-5#

PRINTER ID. NO. 1004

SECURITY FEATURES

Date 12/17/20
20002-001-6150645
160824768960293
BMO Mobile

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERS/O/BACK

Serial #: 100729

Amount: \$420.00

ROYAL BANK OF CANADA
BRAMBLE & OGDON BRANCH
80 BRAMBLE ROAD
BRAMPTON, ON L6T 2V8

DATE 12 15 2020
MM DD YYYY

PAY \$ 420.00

TO THE ORDER OF JNB CONSULTING
80 NIPISSING CRES
BRAMPTON ON L6S 5A1

ALLUMINART PRODUCTS LIMITED

100729# 00472-003# 102-671-5#

PRINTER ID. NO. 1004

SECURITY FEATURES

Negotiating Institution: RBC ROYAL BANK
Deposit Transit Number: 00512-003
Account Number: 1023787
Date (YYYYMMDD): 20201223
Item Sequence Number: 8536541123
MOC A/R#D 1216
Envelope - Envelope for return
Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERS/O/BACK

Serial #: 100730

Amount: \$14,244.43

ROYAL BANK OF CANADA
BRAMBLE & OGDON BRANCH
80 BRAMBLE ROAD
BRAMPTON, ON L6T 2V8

DATE 12 15 2020
MM DD YYYY

PAY \$ 14,244.43

TO THE ORDER OF KOSJER PACKAGING L.P
10 PEDERSON COURT
BRAMPTON ON L6T 5T8

ALLUMINART PRODUCTS LIMITED

100730# 00472-003# 102-671-5#

PRINTER ID. NO. 1004

SECURITY FEATURES

63081-002
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22-Dec-2020
63081-002
63081-00215 16
Yule Stamp Book

Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

VERS/O/BACK



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

RBBDA30000_1204828 E D 00472 00313
ARCOR WINDOWS & DOORS INC.
1 SUMMERLEA ROAD
BRAMPTON ON L6T 4V2

November 30, 2020 to December 31, 2020

Account number: 00472 102-754-9

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal[®] 2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada
50 BRAMALEA RD, BRAMPTON, ON L6T 2W8

Opening balance on November 30, 2020	\$5,501,925.51
Total deposits & credits (34)	+ 544,097.35
Total cheques & debits (213)	- 408,546.91
Closing balance on December 31, 2020	= \$5,637,475.95

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			5,501,925.51
01 Dec	EDI payment Costco Wholesal		19,056.55	
	Bill payment - 8187 VISA ROYAL BNK	1,000.00		
	Direct Deposits (PDS) service total GRADS7754120000	3,854.12		
	Misc Payment ICAPITAL	618.75		
	Business PAD S S F	699.99		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		
	Insurance CAFO Inc CAFO INC	2,874.89		
				5,503,669.77



Business Account Statement

331

November 30, 2020 to December 31, 2020

Account number: 00472 102-754-9

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
02 Dec	Misc Payment MC DEP 5622126 5622126		2,053.57	
	Misc Payment VI DEP 5622126 5622126		6,816.00	
	EDI payment Costco Wholesal		3,417.51	
	EDI payment LOWES CANADA		6,662.91	
	Direct Deposits (PDS) service total GRADS7754120000	3,825.01		
	Misc Payment VI FEE 5622126 5622126	83.23		
	Misc Payment MC FEE 5622126 5622126	585.72		
	Misc Payment ICAPITAL	618.75		
	Business PAD S S F	699.99		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		5,508,542.52
03 Dec	EDI payment LOWES CANADA		3,556.33	
	Business PAD S S F	599.99		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		5,502,615.57
04 Dec	Federal Payment CANADA		37,657.00	
	EDI payment LOWES CANADA		933.66	
	Activity fee	5.10		
	Fees/Dues ADP PAYROLL FEE	182.63		
	Business PAD S S F	599.99		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		5,531,535.22



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-754-9

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
07 Dec	EDI payment LOWES CANADA		1,499.83	
	EDI payment LOWES CANADA		2,546.68	
	EDI payment Costco Wholesal		32,373.95	
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		5,559,072.39
08 Dec	EDI payment Costco Wholesal		23,708.37	
	Direct Deposits (PDS) service total GRADS7754120000	13,705.71		
	Misc Payment ICAPITAL	618.75		
	Business PAD S S F	699.99		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		5,559,491.77
09 Dec	EDI payment LOWES CANADA		2,772.78	
	EDI payment Costco Wholesal		19,179.23	
	Direct Deposits (PDS) service total GRADS7754120000	7,966.26		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		
	Business PAD PAYROLL - 30F	57,535.84		5,507,058.39
10 Dec	EDI payment LOWES CANADA		3,578.13	
	EDI payment Costco Wholesal		13,087.33	
	Business PAD S S F	599.99		
	Misc Payment ICAPITAL	618.75		



Business Account Statement ³³³

November 30, 2020 to December 31, 2020

Account number: 00472 102-754-9

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
10 Dec	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		
	Cheque - 26052	1,442.70		5,510,797.88
11 Dec	Business PAD BCAP ARCOR<DEFTPYMT>		25,000.00	
	Fees/Dues ADP PAYROLL FEE	13.17		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		
	Business PAD PSF APSF <DEFTPYMT>	3,995.00		
	Cheque - 26051	736.99		
	Cheque - 26050	14,266.29		5,507,903.14
14 Dec	EDI payment LOWES CANADA		8,356.78	
	EDI payment Costco Wholesal		66,294.99	
	Direct Deposits (PDS) service total GRADS7754120000	5,000.00		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		
	Cheque - 26032	417.33		
	Cheque - 26035	1,874.50		
	Cheque - 26053	3,351.79		
	Cheque - 25947	4,364.45		5,558,663.55
15 Dec	Misc Payment VI DEP 5622126 5622126		73.45	
	Misc Payment ADP 30F 532973 532973		4,371.59	



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020

Account number: 00472 102-754-9

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
15 Dec	Direct Deposits (PDS) service total GRADS7754120000	5,343.53		
	Misc Payment ICAPITAL	618.75		
	Business PAD S S F	699.99		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		5,548,181.78
16 Dec	Funds transfer credit TT URAL LINK LT		22,375.00	
	EDI payment Costco Wholesal		17,183.88	
	EDI payment LOWES CANADA		18,030.05	
	Direct Deposits (PDS) service total GRADS7754120000	7,112.64		
	Funds transfer fee TT URAL LINK LT	17.00		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		
	Business PAD PSF APSF <DEFTPYMT>	4,995.00		
	Cheque - 26027	162.72		
	Cheque - 26054	384.61		5,584,215.45
17 Dec	EDI payment Costco Wholesal		3,311.35	
	EDI payment LOWES CANADA		7,437.01	
	Business PAD S S F	599.99		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		
	Cheque - 26030	353.13		5,585,127.40



Business Account Statement ³³⁵

November 30, 2020 to December 31, 2020
Account number: 00472 102-754-9

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
18 Dec	Fees/Dues ADP PAYROLL FEE	178.04		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		5,576,066.07
21 Dec	EDI payment LOWES CANADA		33,306.00	
	EDI payment Costco Wholesal		53,922.28	
	Direct Deposits (PDS) service total GRADS7754120000	1,819.99		
	Misc Payment RBC CREDIT CARD	3,128.10		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		
	Cheque - 26034	445.59		
	Cheque - 26055	6,808.63		5,642,208.75
22 Dec	Misc Payment AMEX 9301846318		274.02	
	Misc Payment ICAPITAL	618.75		
	Business PAD S S F	699.99		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		
	Business PAD PAYROLL - 3OF	40,000.70		
	Cheque - 26025	558.37		5,592,340.42
23 Dec	EDI payment Costco Wholesal		25,117.71	
	Misc Payment ICAPITAL	618.75		
	Business PAD S S F	699.99		
	Business PAD MFund	699.99		



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-754-9

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
23 Dec	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		
	Cheque - 26056	32.94		5,607,841.91
24 Dec	EDI payment Costco Wholesal		10,343.91	
	Business PAD S S F	599.99		
	Business PAD S S F	599.99		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		5,608,102.55
29 Dec	Federal Payment CANADA		50,914.00	
	EDI payment Costco Wholesal		6,111.97	
	Fees/Dues ADP PAYROLL FEE	28.25		
	Misc Payment ICAPITAL	618.75		
	Misc Payment ICAPITAL	618.75		
	Misc Payment ICAPITAL	618.75		
	Business PAD S S F	699.99		
	Business PAD MFund	699.99		
	Business PAD MFund	699.99		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Misc Payment ICAPITAL	868.06		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD BCAP ARCOR<DEFTPYMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD SSF	1,999.99		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		



Business Account Statement ³³⁷

November 30, 2020 to December 31, 2020

Account number: 00472 102-754-9

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
29 Dec	Cheque - 26003	74.46		5,645,568.95
30 Dec	Business PAD SSF	599.99		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		5,636,085.67
31 Dec	EDI payment Costco Wholesal		12,773.53	
	Business PAD SSF	599.99		
	Business PAD SSF	599.99		
	Business PAD S S F	599.99		
	Misc Payment ICAPITAL	618.75		
	Business PAD MFund	699.99		
	Business PAD MFund	699.99		
	Misc Payment ICAPITAL	868.06		
	Business PAD 2M7FinancialSol	945.00		
	Business PAD BCAP ARCOR<DEFTPMT>	1,500.00		
	Business PAD SSF	1,999.99		
	Business PAD Capital Advance	2,251.50		5,637,475.95
	Closing balance			5,637,475.95

Account Fees: \$22.10



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-754-9

Serial #: 25947

Amount: \$4,364.45

ARCOR ARCOR Windows & Doors Inc.
1 Sunnyside Road
Brampton, ON L6T 4V2

ROYAL BANK OF CANADA
Brampton & Ontario St.
60 Brampton Rd.
Brampton, ON L6T 2W8

DATE 08262020
X0007777

025947

PAY Four Thousand Three Hundred Sixty Four Dollars And 45 Cents \$ 4,364.45

TO THE ORDER OF 407 ETR
PO BOX 407, STATION D
SCARBOROUGH ON M1R 5J8

PER: [Signature]
FOR: [Signature]

#025947# #00472#003# 102#754#9#

PRINTER ID. NO. 1004

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12142020 90407C
7 00000000 0000
04900358172

Endorsement - Signature on Back
Endorsement - Signature on Stamp

VERSOS

Serial #: 26003

Amount: \$74.46

ARCOR ARCOR Windows & Doors Inc.
1 Sunnyside Road
Brampton, ON L6T 4V2

ROYAL BANK OF CANADA
Brampton & Ontario St.
60 Brampton Rd.
Brampton, ON L6T 2W8

DATE 10012020
X0007777

026003

PAY Seventy Four Dollars And 45 Cents \$ 74.46

TO THE ORDER OF SHAWN COLE
1233 WEAVERLANDS DR EAST
MILWAUKEE WI 53212

PER: [Signature]
FOR: [Signature]

#026003# #00472#003# 102#754#9#

Negotiating Institution: RBC ROYAL BANK
Deposit Transit Number: 03742-003
Account Number: 8132235
Date (YYYYMMDD): 20201229
Envelope Number: 9637098626

PRINTER ID. NO. 1004

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12222020 W05788C
1 00000000 0000
1010658

Endorsement - Signature on Back
Endorsement - Signature on Stamp

VERSOS

Serial #: 26025

Amount: \$558.37

ARCOR ARCOR Windows & Doors Inc.
1 Sunnyside Road
Brampton, ON L6T 4V2

ROYAL BANK OF CANADA
Brampton & Ontario St.
60 Brampton Rd.
Brampton, ON L6T 2W8

DATE 10302020
X0007777

026025

PAY Five Hundred Fifty Eight Dollars And 37 Cents \$ 558.37

TO THE ORDER OF ACKLANDS-GRAINGER INC.
PO BOX 2870
WINNIPEG MB R3C 4B5

PER: [Signature]
FOR: [Signature]

#026025# #00472#003# 102#754#9#

PRINTER ID. NO. 1004

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12222020 W05788C
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1010658

Endorsement - Signature on Back
Endorsement - Signature on Stamp

VERSOS

Serial #: 26027

Amount: \$162.72

ARCOR ARCOR Windows & Doors Inc.
1 Sunnyside Road
Brampton, ON L6T 4V2

ROYAL BANK OF CANADA
Brampton & Ontario St.
60 Brampton Rd.
Brampton, ON L6T 2W8

DATE 10302020
X0007777

026027

PAY One Hundred Sixty Two Dollars And 72 Cents \$ 162.72

TO THE ORDER OF ARBELL PRODUCTS LIMITED
300 FOUR VALLEY DRIVE
CONCORD ON L4K 5Z1

PER: [Signature]
FOR: [Signature]

#026027# #00472#003# 102#754#9#

PRINTER ID. NO. 1004

SECURITY FEATURES
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10302020 W05788C
1 00000000 0000
1010658

Endorsement - Signature on Back
Endorsement - Signature on Stamp

VERSOS

FOR DEPOSIT ONLY
HSC BANK CANADA
ARBELL PRODUCTS LTD
ACC 102018123310002



Business Account Statement

339

November 30, 2020 to December 31, 2020

Account number: 00472 102-754-9

Serial #: 26030

Amount: \$353.13

ARCOR Windows & Doors Inc.
1 Sunnyside Road
Brampton, ON L6T 4V2

ROYAL BANK OF CANADA
Brampton & Dundas Br.
50 Dundas St. E.
Brampton, ON L6T 2W8

DATE 10302020
AMOUNT \$ 353.13

PAY Three Hundred Fifty Three Dollars And 13 Cents

TO THE ORDER OF DE-MAR WINDOW HARDWARE INC
128 ADESSO DRIVE, UNIT #1
CONCORD ON L4K 3C3

PER [Signature]
PER [Signature]

#026030# #00472#003# 102#754#9#

PRINTER ID. NO. 1004

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VERSOFACK

Serial #: 26032

Amount: \$417.33

ARCOR Windows & Doors Inc.
1 Sunnyside Road
Brampton, ON L6T 4V2

ROYAL BANK OF CANADA
Brampton & Dundas Br.
50 Dundas St. E.
Brampton, ON L6T 2W8

DATE 10302020
AMOUNT \$ 417.33

PAY Four Hundred Seventeen Dollars And 33 Cents

TO THE ORDER OF FUSION GLASSWORKS INC
50 IRONDALE DRIVE
NORTH YORK ON M2L 1R8

PER [Signature]
PER [Signature]

#026032# #00472#003# 102#754#9#

PRINTER ID. NO. 1004

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VERSOFACK

Serial #: 26034

Amount: \$445.59

ARCOR Windows & Doors Inc.
1 Sunnyside Road
Brampton, ON L6T 4V2

ROYAL BANK OF CANADA
Brampton & Dundas Br.
50 Dundas St. E.
Brampton, ON L6T 2W8

DATE 10302020
AMOUNT \$ 445.59

PAY Four Hundred Forty Five Dollars And 59 Cents

TO THE ORDER OF VEON PYNEN
18 CARRIVE CRESCENT
AJAX ON L1S 8G8

PER [Signature]
PER [Signature]

#026034# #00472#003# 102#754#9#

PRINTER ID. NO. 1004

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VERSOFACK

Serial #: 26035

Amount: \$1,874.50

ARCOR Windows & Doors Inc.
1 Sunnyside Road
Brampton, ON L6T 4V2

ROYAL BANK OF CANADA
Brampton & Dundas Br.
50 Dundas St. E.
Brampton, ON L6T 2W8

DATE 10302020
AMOUNT \$ 1,874.50

PAY One Thousand Eight Hundred Seventy Four Dollars And 50 Cents

TO THE ORDER OF MAMTA SHAH

PER [Signature]
PER [Signature]

#026035# #00472#003# 102#754#9#

PRINTER ID. NO. 1004

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VERSOFACK


Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-754-9

Serial #: 26050

Amount: \$14,266.29

026050


ARCOR
WOODCORE PANEL DOORS

ARCOR Windows & Doors Inc.
7-Summerlee Road
Brampton, ON
L6T 4W2

ROYAL BANK OF CANADA
Brampton & Grand Br
80 Grandville Rd.
Brampton, ON L6T 2Y6

DATE 12082020
NUMBER 1


14,286.29

FOURTEEN THOUSAND TWO HUNDRED SIXTY SIX DOLLARS AND 29 CENTS

ARCOR WINDOWS & DOORS INC.

TO THE
ORDER OF

PALMA DOOR SYSTEM INC
805 FENMAR DRIVE
NORTH YORK ON M2L 1C5

PER: 
PER:

026050# 00472=003# 102=754=9#

[illegible]

Serial #: 26051

Amount: \$736.99

026051

ROYAL BANK OF CANADA
Branches & Offices Of
50 Riverside Rd
Brampton, ON L6T 2Y8


APCO Windows & Doors Inc.
13 Summer Road
Brampton, ON
L6T 4Y2

DATE 12102020
MADE IN CHINA

PAY Seven Hundred Thirty Six Dollars And 96 Cents \$ 736.96

MARKING

APCO WINDOWS & DOORS INC.

PER: 

PER:


026051 000472=003C 102=754=9F

[illegible]

Serial #: 26052

Amount: \$1,442.70

026052


ARCOR Windows & Doors Inc.
7 Burnhamthorpe Road
Brampton, ON
L6T 5V6


ROYAL BANK OF CANADA
Brampton & Queens St.
50 Burnhamthorpe Rd.
Brampton, ON L6T 2W8

DATE 12102020
MMDDYYTT

pay One Thousand Four Hundred Forty Two Dollars And 70 Cents

TO THE ORDER OF DREW STICKEL

ARCOR WINDOWS & DOORS INC.

PER 
PER


#026052# #00472=003# 102=754=9#

Negotiating Institution: RBC ROYAL BANK		PRINTER ID NO. 1004	
Deposit Transit Number: 02162-003		SECURITY FEATURES	
Account Number: 0009106		<p>Transferable instrument: This document transfers funds to the order of the payee.</p> <p>Watermark: A watermark is visible in the paper. Hold up the paper to the light.</p> <p>Security thread: A security thread is visible in the paper. Hold up the paper to the light.</p> <p>Microprint: Microprint is visible in the paper. Hold up the paper to the light.</p> <p>Security features: This document contains several security features.</p>	
Date (YYYYMMDD): 20081210		<p>Amount: \$100.00</p> <p>Payable to: Mr. John Doe</p> <p>Payable to the order of: Mr. John Doe</p> <p>Amount in words: One hundred and 00/100 dollars</p>	
Item Sequence Number: 7031321858		<p>Endorsed - Signature of drawee</p> <p>Endorsed - Signature of cash</p>	
ATM: AFD		<p>Signature of drawee</p> <p>Signature of cash</p>	
Envelope available at station		<p>Signature of drawee</p> <p>Signature of cash</p>	
Your Branch		<p>Signature of drawee</p> <p>Signature of cash</p>	

Serial #: 26053

Amount: \$3,351.79

026053


 Arco Wheels & Gears Inc.
1 Sunnyside Road
Brampton, Ont
L7T 4V2

ROYAL BANK OF CANADA
Brampton & Canada St.
50 Brampton Rd.
Brampton, ON L7T 2S6

DATE 12142020
MEMO TTT

PER Three Thousand Three Hundred Fifty One Dollars And 79 Cents \$ 3,351.79

TO THE ORDER OF
BRAMPTON TRUCK SERVICE
17 STRATHMORE AVE.
BRAMPTON ON L6T 4P1

BRAMPTON WHEELS & GEAR INC.
PER 
PER:

026053# 000477=0030 102=75L=RP



Business Account Statement

November 30, 2020 to December 31, 2020
Account number: 00472 102-754-9

Serial #: 26054

Amount: \$384.61

ARCOR Windows & Doors Inc.
1 Sunnyside Road
Brampton, ON L6T 4V2

ROYAL BANK OF CANADA
Brampton & Ontario St.
50 Sunnyside Rd.
Brampton, ON L6T 2W8

DATE 12182020
RECEIVED

PAY Three Hundred Eighty Four Dollars And 61 Cents

TO THE ORDER OF MARVA ALEXANDER

PER: [Signature]

026054 000472=0034 102=754=9

53132 007
SCOTIABANK
AX19

16-Dec-2020
41582-002

53132 01831 80

PRINTER ID. NO. 1004

SECURITY FEATURES

ENCLOSURE - Signature or Stamp

VERSOFACK

Serial #: 26055

Amount: \$6,808.63

ARCOR Windows & Doors Inc.
1 Sunnyside Road
Brampton, ON L6T 4V2

ROYAL BANK OF CANADA
Brampton & Ontario St.
50 Sunnyside Rd.
Brampton, ON L6T 2W8

DATE 12172020
RECEIVED

PAY Six Thousand Eight Hundred Eight Dollars And 63 Cents

TO THE ORDER OF PALMA DOOR SYSTEM INC
855 FENMAR DRIVE
NORTH YORK ON M2L 1C8

PER: [Signature]

026055 000472=0034 102=754=9

Deposit to the Credit of
PALMA DOOR SYSTEMS
TR 8 21303-004 AGG 00311-823423

ENCLOSURE - Signature or Stamp

VERSOFACK

Serial #: 26056

Amount: \$32.94

ARCOR Windows & Doors Inc.
1 Sunnyside Road
Brampton, ON L6T 4V2

ROYAL BANK OF CANADA
Brampton & Ontario St.
50 Sunnyside Rd.
Brampton, ON L6T 2W8

DATE 12172020
RECEIVED

PAY Thirty Two Dollars And 94 Cents

TO THE ORDER OF BETTY-LOU WELLMAN

PER: [Signature]

026056 000472=0034 102=754=9

23772020
24942-001 8021611
3241748 000279

PRINTER ID. NO. 1004

SECURITY FEATURES

ENCLOSURE - Signature or Stamp

VERSOFACK

This is **Exhibit "W"** referred to

in the Affidavit of Robert Fick

Sworn this 26th

day of February, 2021.



Rachel Moses (Feb 26, 2021 08:37 EST)

A Commissioner for Taking Affidavits

From: [Mukul Manchanda](#)
To: ["cosimo caccamo"](#)
Cc: ["Mills, Craig"](#); [Gillian Goldblatt](#); ["Bob Fick"](#); [Ken Kallish](#)
Subject: RE: Call
Date: Sunday, February 07, 2021 8:50:39 PM
Attachments: [image006.png](#)
[image002.png](#)
[Call.msg](#)

Hi Cosimo,

I confirm that we received the following from you on Friday February 5, 2021:

1. Consolidated Balance Sheet and Statement of Operations and deficit for the period ending August 2020, September 2020 and October 2020;
2. Borrowing base comprehensive results for the months from August 2020 to December 2020. You advised that you will be providing the documents supporting the borrowing base in a separate email. We note, we are yet to receive the supporting documents which are outlined below;
3. An email advising, amongst other things, that activity on 472 1027549 with respect to daily payments of \$1,999.99 and \$2,251.50 relates to payments of short term unsecured loans taken to fund operating expenses. We note no documents were provided in support of these loans. A copy of the email is attached for reference; and
4. Bank statements for each of the entities for the period from September 30, 2020 to January 29, 2021.

We note the following remains outstanding:

- Although you have provided consolidated statements as at August, September and October 2020, we requested internally prepared financial statements for each of the entities (on an individualized basis) as at October 2020, November 2020 and December 2020. As such we trust that these will be provided;
- Information with respect to priority payables including evidence of up-to-date filing and payment of source deductions, vacation pay and HST. For clarity, please provide current account statement printouts from the CRA website, evidence of filing of these returns on a month over month basis and payment with respect to same;
- We have received the summary of the borrowing base calculation however the following documents in support of the borrowing base calculation (for each of AluminArt Products Limited, Arcor Windows & Doors Inc., and N.A.P. Windows & Doors Ltd.) remain outstanding:
 - Detailed and summary A/R aging by customer as at October 31, 2020. November 30, 2020 and December 31, 2020;
 - Detailed and summary A/P aging as at October 31, November 30 and December 31, 2020
 - Documents supporting the value of inventory reported on the borrowing base calculation including a detailed listing of finished goods and raw materials.
- Documents supporting the short term loan taken to fund operating expenses.

In addition, you advised that the companies received wage subsidy, rent subsidy and CEBA payments from the government. Please advise how much was received for each of the relief and provide documents that were submitted in support of these reliefs.

Thanks

Mukul Manchanda, CPA, CIRP, LIT | **Managing Partner**

msi Spergel inc. | Licensed Insolvency Trustees
 505 Consumers Road, Suite 200, North York, M2J 4V8
 T: 416-498-4314 | C: 416-454-4246 | F: 416-498-4314
mmanchanda@spergel.ca | www.spergelcorporate.ca
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This email may contain privileged information and is intended only for the named recipient. Distribution, disclosure or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately by return email and permanently destroy this email and all copies.

From: Mukul Manchanda

Sent: February 4, 2021 2:42 PM

To: 'cosimo caccamo'

Cc: 'Mills, Craig'; Gillian Goldblatt; Bob Fick; Ken Kallish (KKallish@mindengross.com)

Subject: RE: Call

Hi Cosimo,

Thank you for providing the information that was sent to Accord. We confirm we received 45 documents from you and a screenshot of those documents is attached to this email. We did not receive any financial statements or accounts receivable listings. We understand that given the passage of time, Accord requires all of the information that was submitted previously to be updated and submitted again. Please advise the timeline of providing this information to Accord. In review of the documents you provided, we noticed an entity named ChamberDoor Industries Inc. Please advise as to the nature and purpose of this entity. We also note there appears to be a defined benefit plan associated with this entity, please advise if this is related to Aluminart Group of Companies.

We also note that the following information still remains outstanding from initial request:

1. Activity on 472 1027549 - payments including two for \$1,999.99 and \$2,251.50 repeat daily. Please advise the nature of these transactions.
2. Information with respect to priority payables including evidence of up-to-date filing and payment of source deductions, vacation pay and HST. For clarity, please provide current account statement printouts from the CRA website, evidence of filing of these returns on a month over month basis and payment with respect to same.
3. Most recent borrowing base calculation submitted to the bank along with supporting documents. For clarity, please provide the following documents as backup for each of AluminArt Products Limited, Arcor Windows & Doors Inc., and N.A.P. Windows & Doors Ltd.:
 - a. Detailed and summary A/R aging by customer as at October 31, 2020. November 30, 2020 and December 31, 2020;
 - b. Bank statements for the period from October 2020 to January 2021; and
 - c. Detailed and summary A/P aging as at October 31, November 30 and December 31, 2020
 - d. Documents supporting the value of inventory reported on the borrowing base calculation including a detailed listing of finished goods and raw materials.
4. Internally prepared financial statements as at October 31, 2020, November and December 31, 2020 for each of the entities.

In addition to the above, please advise of any government grants you have received or are in the

process of applying for and provide supporting documentation regarding same.

Thanks

Mukul Manchanda, CPA, CIRP, LIT | **Managing Partner**

msi Spergel inc. | Licensed Insolvency Trustees

505 Consumers Road, Suite 200, North York, M2J 4V8

T: 416-498-4314 | C: 416-454-4246 | F: 416-498-4314

mmanchanda@spergel.ca | www.spergelcorporate.ca

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From: Mukul Manchanda

Sent: February 1, 2021 9:20 AM

To: 'cosimo caccamo' <cosimopolitan@hotmail.com>

Cc: 'Mills, Craig' <cmills@millerthomson.com>; Gillian Goldblatt <GGoldblatt@spergel.ca>; Bob Fick <bob.fick@rbc.com>; Ken Kallish (KKallish@mindengross.com) <KKallish@mindengross.com>

Subject: RE: Call

Hi Cosimo,

I am following up on my below email. When can I expect to start receiving the information?

Also, can you advise who Barb Geisel is and her position with the company and why her corporate visa is over it's \$15,000 limit? Also there appears to be a payment of \$4,000 to University of Guelph, can you advise what was the purpose of that payment?

Thanks

Mukul Manchanda, CPA, CIRP, LIT | **Managing Partner**

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From: Mukul Manchanda

Sent: January 29, 2021 2:01 PM

To: 'cosimo caccamo' <cosimopolitan@hotmail.com>

Cc: 'Mills, Craig' <cmills@millerthomson.com>; Gillian Goldblatt <GGoldblatt@spergel.ca>

Subject: RE: Call

Hi Cosimo,

Further to our telephone conversation, below you will find a list of items that we require in order to commence our review:

1. Financial and other information in its entirety that was provided to Accord including any cash flow forecasts or reports prepared by Accord's consultants;
2. A list of items that remain outstanding to Accord. I am assuming there should be a letter from Accord's consultant outlining what is outstanding for Accord's purposes.
3. Attached you will see an image with activity on 472 1027549. These payments including two for \$1,999.99 and \$2,251.50 repeat daily. Please advise the nature of these transactions.
4. Information with respect to priority payables including evidence of up-to-date filing and payment of source deductions, vacation pay and HST.
5. Most recent borrowing base calculation submitted to the bank along with supporting documents.
6. Internally prepared financial statements as at December 31, 2020 including a/r and a/p listings.

Please note that the above list is non-exhaustive and we may need further information in carrying out our review. As discussed, please provide items 1 to 3 and 5 today as they should be readily available. Also please advise what time on Monday can we schedule a call with Mukesh to discuss priority payables and other matters?

With respect to the retainer, enclosed is our engagement letter which calls for a retainer of \$10,000 plus HST. I have attached wire transfer instructions for your convenience.

Look forward to receiving the available information right away and speaking on Monday to discuss and review other matters.

Thanks

Mukul Manchanda, CPA, CIRP, LIT | **Partner**

msi Spergel inc. | Licensed Insolvency Trustees

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From: Mukul Manchanda

Sent: January 29, 2021 11:15 AM

To: 'cosimo caccamo' <cosimopolitan@hotmail.com>

Cc: Mills, Craig <cmills@millertomson.com>; Gillian Goldblatt <GGoldblatt@spergel.ca>

Subject: RE: Call

How about 12:30?

Mukul Manchanda, CPA, CIRP, LIT | **Partner**

msi Spergel inc. | Licensed Insolvency Trustees

505 Consumers Road, Suite 200, North York, M2J 4V8

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From: cosimo caccamo <cosimopolitan@hotmail.com>

Sent: January 29, 2021 11:00 AM

To: Mukul Manchanda <mmanchanda@spergel.ca>

Cc: Mills, Craig <cmills@millერთhompson.com>; Gillian Goldblatt <GGoldblatt@spergel.ca>

Subject: Re: Call

Hi Mukul, hope your well.

Please let me know what time your free this afternoon to connect.

Thank you.

Cosimo

Sent from my iPhone

On Jan 29, 2021, at 9:04 AM, Mukul Manchanda <mmanchanda@spergel.ca> wrote:

Hi Cosimo

I missed your call yesterday. Are you available today for a call?

Mukul Manchanda, CPA, CIRP, LIT | Partner

msi Spergel inc.

505 Consumers Road, Suite 200

Toronto, ON M2J 4V8

T/F: 416-498-4314

On Jan 27, 2021, at 1:35 PM, Mukul Manchanda
<mmanchanda@spergel.ca> wrote:

Hi Cosimo,

I tried calling you on your cell. Please let me know when you have a moment to speak.

Thanks

Mukul Manchanda, CPA, CIRP, LIT | **Partner**

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copies.

From: [cosimo.caccamo](#)
To: [Mukul Manchanda](#)
Subject: Call
Date: Friday, February 05, 2021 2:50:22 PM
Attachments: [Outlook-vgmc3ly0.png](#)
[Outlook-frefmyyf.png](#)
[Outlook-qbq0pwyf.png](#)
[Outlook-41z240lp.png](#)
[Outlook-hucbbouj.png](#)
[Outlook-d3ugkkki.png](#)
[Outlook-y3hhdzu1.png](#)
[Outlook-00qbvfj.png](#)

Mukul,

ChamberDoor Industries Inc. was a company AluminArt purchased many many years ago in the United States hence the Menard's account. Weve moved the operation to Canada after the aquasition and yes, it is related to AluminArt Group Of Companies.

1. Activity on 472 1027549 - payments including two for \$1,999.99 and \$2,251.50 repeat daily are payments for short term unsecure loans taken out for operating expenses.

Government grants we received are the wage subsidy, rent subsidy and CEBA for AluminArt and Arcor. Weve also recently applied for BCAP through Accord for AluminArt, Arcor, and NAP and waiting on a response.

I sent you internal statements for Aug, Sept, Oct and will send Nov and Dec shortly.

I sent most recent borrowing base calculation and will forward docs to back it up on separate email as requested below in 3.

Thank you
Cosimo Caccamo

From: Mukul Manchanda
Sent: February 4, 2021 2:41 PM
To: 'cosimo.caccamo'
Cc: 'Mills, Craig'; Gillian Goldblatt; Bob Fick; Ken Kallish (KKallish@mindengross.com)
Subject: RE: Call

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Thanks

Mukul Manchanda, CPA, CIRP, LIT | Managing Partner

msi Spergel inc. | Licensed Insolvency Trustees

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From: Mukul Manchanda

Sent: February 1, 2021 9:20 AM

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Subject: RE: Call

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Mukul Manchanda, CPA, CIRP, LIT | **Partner**

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To: Mukul Manchanda <mmanchanda@spergel.ca>

Cc: Mills, Craig <cmills@millერთhompson.com>; Gillian Goldblatt <GGGoldblatt@spergel.ca>

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Sent from my iPhone

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Mukul Manchanda, CPA, CIRP, LIT | **Partner**

msi Spergel inc.

505 Consumers Road, Suite 200

Toronto, ON M2J 4V8

T/F: 416-498-4314

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Hi Cosimo,

I tried calling you on your cell. Please let me know when you have a moment to speak.

Thanks

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This is **Exhibit "X"** referred to

in the Affidavit of Robert Fick

Sworn this 26th

day of February, 2021.



Rachel Moses (Feb 26, 2021 08:37 EST)

A Commissioner for Taking Affidavits

From: Ken Kallish
Sent: Thursday, February 11, 2021 3:14 PM
To: 'Mills, Craig' <cmills@millerthomson.com>
Cc: Terri Hachey <THachey@mindengross.com>
Subject: RE: Aluminart [MTDMS-Legal.FID8397158]

Craig,

We have received the \$25,000 by wire, and await your advice regarding the \$475,000 injection.

RBC continues to reserve all of its rights and remedies against your clients.

Ken

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com
*Partner through Professional Corporation



From: Ken Kallish
Sent: Thursday, February 11, 2021 3:04 PM
To: 'Mills, Craig'

Cc: Terri Hachey
Subject: RE: Aluminart [MTDMS-Legal.FID8397158]

356

Craig,

The below is not a wire. If this amount is deposited into our firms trust account, I will advise.

Kenneth L. Kallish* | T: 416.369.4124 | F: 416.864.9223 | www.mindengross.com

*Partner through Professional Corporation
MERITAS LAW FIRMS WORLDWIDE

**MINDEN
GROSS LLP**

From: Mills, Craig [<mailto:cmills@millერთhompson.com>]
Sent: Thursday, February 11, 2021 3:00 PM
To: Ken Kallish <KKallish@mindengross.com>
Subject: Aluminart [MTDMS-Legal.FID8397158]

Hi Ken

Cosimo provided the attached to me regarding the funds that are to be wired to your office. I will update you once I know more. Can you kindly confirm once you have the funds?
Thanks

Transit
05742

Branch / Centre bancaire
KING CITY BANKING CENTRE
KING CITY, ONT

RE CABLE: # 619702 FOR CAD 25,000.00

AT EXCHANGE RATE 1.0

+ TOTAL CHARGES (SEE QUOTE FOR DETAILS)

BENEFICIARY MINDEN GROSS LLP, SUITE 2200 145 KING STREE

Debit Advice / Avis de débit

• COSIMO CACCAMO

Sent from my iPhone

[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.

CRAIG A. MILLS

Partner

Miller Thomson LLP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: +1 416.595.8596

Fax: +1 416.595.8695

Email: cmills@millerthomson.com

millerthomson.com

Follow us on Twitter [@RedFlagLaw](https://twitter.com/RedFlagLaw)

Connect with us on [LinkedIn](#)

View my [web page](#)



MILLER THOMSON

ADVOCATES & LAWYERS

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This is **Exhibit "Y"** referred to

in the Affidavit of Robert Fick

Sworn this 26th

day of February, 2021.



Rachel Moses (Feb 26, 2021 08:37 EST)

A Commissioner for Taking Affidavits

Court File No. CV-21-00657729-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

**ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS & DOORS INC.,
and N.A.P. WINDOWS & DOORS LTD.**

Respondents

CONSENT

msi Spergel inc. hereby agrees to act as Receiver in the above-noted matter.

DATED at **TORONTO**, Ontario this 25th day of February, 2021.

msi Spergel inc.

Per: 

Name: Mukul Manchanda, CPA, CIRP, LIT
Title: Principal

ROYAL BANK OF CANADA
Applicant

-and-

ALUMINART PRODUCTS LIMITED, et al
Respondents
Court File No. CV-21-00657729-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

CONSENT

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(File No. 4113902)

TAB 3

Court File No. CV-21-00657729-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.

)

MONDAY, THE 29TH

)

JUSTICE HAINEY

)

DAY OF MARCH, 2021

B E T W E E N :

ROYAL BANK OF CANADA

Applicant

- and -

**ALUMINART PRODUCTS LIMITED, ARCOR WINDOWS & DOORS INC.,
and N.A.P. WINDOWS & DOORS LTD.**

Respondents

**ORDER
(appointing Receiver)**

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing msi Spergel inc. ("**Spergel**") as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Aluminart Products Limited, Arcor Windows & Doors Inc. and N.A.P. Windows & Doors Ltd. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Robert Fick sworn February 26, 2021 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of Spergel to act as the Receiver,

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

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

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

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.¹ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

¹ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,]² shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

² If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

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

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with

statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall

be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.³

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

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

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding

³ Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

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

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

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

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

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to

Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, and any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

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

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

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

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

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

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

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Aluminart Products Limited, Arcor Windows & Doors Inc. and N.A.P. Windows & Doors Ltd. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the _____ day of _____, 20__.

Msi Spergel inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

B E T W E E N

ROYAL BANK OF CANADA
Applicant

-and-

ALUMINART PRODUCTS LIMITED, et al.
Respondents
Court File No. CV-21-00657729-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

APPLICATION RECORD
(Hearing scheduled for March 29, 2021 at 9:30 a.m.,
Via Zoom)

MINDEN GROSS LLP
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Lawyers for the Applicant

(File No. 4113902)