

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**ROYAL BANK OF CANADA**

Applicant

- and -

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA**

Respondents

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## **MOTION RECORD**

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April 1, 2021

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# Tab 1



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**ROYAL BANK OF CANADA**

Applicant

- and -

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA**

Respondents

**NOTICE OF MOTION  
(returnable April 12, 2021)**

msi Spergel inc. ("**Spergel**"), in its capacity as court-appointed receiver (the "**Receiver**"), appointed pursuant to the Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice, Commercial List dated May 4, 2020 (the "**Appointment Order**") will make a Motion to a Judge.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard:

- ☐ In writing under subrule 37.12.1 (1) because it is (*insert one of* on consent, unopposed or made without notice);
- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ By video conference.

at the following location:

<https://harrisonpensa.zoom.us/j/84560771630?pwd=UW15VWtDaEdpNTYySElmMEFHanZWUT09>

Meeting ID: 845 6077 1630

Password: SjZJ=Zq5\*i

On Monday, April 12, 2021 at 9:30 a.m., or as soon after that time as the Motion can be heard by judicial teleconference via Zoom at Toronto, Ontario.

**THE MOTION IS FOR:**

1. An Order (Distribution and Discharge), *inter alia*:
  - a. That the time for service, filing and confirmation of the Notice of Motion and the Motion Record be abridged so that this motion is properly returnable today, and dispensing with further service and confirmation hereof;
  - b. Approving the Receiver's Third Report to the Court dated April 1, 2021 (the "**Third Report**") and the activities and conduct of the Receiver as detailed therein;
  - c. Approving the fees and disbursements of the Receiver and its counsel, as detailed in the Third Report (the "**Professional Fees**"), and payment of same;
  - d. Approving the Statement of Receipts and Disbursements as detailed in the Third Report;
  - e. Authorizing the Receiver to make the Proposed Distribution (as defined below);
  - f. Discharging Spergel as Receiver, and releasing the Receiver from liability for its actions while acting in such capacity, save and except for the Receiver's gross negligence or willful misconduct; and,
2. Such further and other relief as counsel may request and this honourable court may permit.

## THE GROUNDS FOR THE MOTION ARE:

### The Debtor and the Appointment of the Receiver

1. On Application by the Debtor's creditor, the Royal Bank of Canada (the "**Bank**"), pursuant to the Appointment Order Spergel was appointed Receiver of the Property of the Respondents, Uniform Custom Countertops Inc. ("**UCCI**"), Uniform Custom Countertops Ltd. ("**UCCL**"), and Uniform Surfaces Inc. ("**USI**") (collectively with UCCI and UCCL, the "**Debtors**"), and of the Keele Property, which is legally described as:
  - a. UNIT 368, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN (PIN 29842-0368 LT).
2. UCCI and UCCL are each corporations incorporated pursuant to the laws of Ontario, and carried on business as manufacturers, suppliers, and installers of countertops from premises located in Concord, Vaughan, and Nepean, Ontario.
3. USI is a corporation incorporated pursuant to the laws of Ontario, and was the owner of the Keele Property, which was used by UCCI and UCCL as a showroom.
4. As security for the indebtedness of the Debtors to the Bank, the Bank requested and was granted certain security over the Debtors' Property, including, but not limited to:
  - a. General Security Agreement from USI dated March 21, 2016;
  - b. General Security Agreement from UCCI dated March 21, 2016;
  - c. General Security Agreement from UCCL dated March 21, 2016; and,
  - d. Charge/Mortgage over the Keele Property, in the principal sum of \$238,000, receipted as instrument no. YR2484093 on June 8, 2016.
5. Spergel, in its capacity as Receiver, submitted reports to the Court each dated August 7, 2020 and November 4, 2020 respectfully.

6. The Appointment Order, among other things, authorized the Receiver to take possession and control of the Property and any and all proceeds, receipts and disbursements arising therefrom, market any or all of the Property and sell, convey, transfer, lease or assign the Property or parts of the Property out of the ordinary course of business, without the approval of this Court.

#### **Actions of the Receiver – Sale with Respect to the Real Property**

7. Following the issuance of the Real Property Approval and Vesting Order and the November Ancillary Order, the Receiver completed the closing of the Sale Agreement (all as defined in the Third Report).

#### **Actions of the Receiver – Accounts Receivable**

8. The records of UCCI and UCCL indicated accounts receivable in excess of \$1,184,697.90 and \$337,789.42 at the time of appointment of the Receiver. As at the date of the Third Report, the Receiver had collected \$755,146.24 and \$201,463.85 in respect of UCCI's and UCCL's accounts receivables, respectfully.
9. As detailed in the Second Report, the Receiver determined that certain receivables are not collectible either due to lack of supporting documents or the receivable was paid prior to the appointment of the Receiver, but was not released from the accounting records.
10. The Receiver's collection efforts with respect to UCCL's have been completed and the collection efforts with respect to the UCCI's receivables have been substantially completed with the exception of the receivable of \$84,442.54.
11. The Receiver has issued a statement of claim against Cartier Kitchens Inc. ("**Cartier**") in the Ontario Superior Court of Justice at Milton with respect to the outstanding receivable to UCCI (the "**Cartier Claim**").
12. The Cartier Claim seeks payment of the sum of \$84,442.54 owing as of April 25, 2020. Cartier has retained counsel and has filed a Notice of Intent to Defend in the Cartier Claim.

### **Approval of the Professional Fees**

13. The Appointment Order requires the Receiver and its legal counsel to pass its accounts from time to time.
14. The Receiver has properly incurred fees and disbursements as detailed in the Third Report.
15. The fees incurred by the Receiver for services provided by its legal counsel, Harrison Pensa LLP are detailed in the Third Report.
16. The Receiver seeks the approval of the Professional Fees, as defined in the Third Report.

### **Proposed Distribution**

17. The Receiver recommends the distribution as detailed in the Third Report, as follows:

#### **UCCI**

- a. The payment of the Professional Fees and the Fee Accrual, with respect to UCCI;
- b. To Canada Revenue Agency (“**CRA**”) with respect to the Crown’s property/deemed trust claim;
- c. To the Receiver General with respect to its priority claim pursuant to subsection 81.4(4) of the *Bankruptcy and Insolvency Act (Canada)* (“**BIA**”); and,
- d. The balance of the funds residing in the Receiver’s account, if any, and all net proceeds of the Cartier Claim, if any, to the Bank, on account of UCCI’s secured indebtedness to the Bank for principal, interest and costs up to the amount of UCCI’s indebtedness to the Bank.

#### **UCCL**

- a. The payment of the Professional Fees and the Fee Accrual with respect to UCCL;

- b. To the CRA with respect to the Crown's property/deemed trust claim;
- c. To the Receiver General with respect to its priority claim pursuant to subsection 81.4(4) of the *BIA*; and,
- d. The balance of the funds residing in the Receiver's account, if any, and all net proceeds of the Cartier Claim, if any, to the Bank, on account of UCCL's secured indebtedness to the Bank for principal, interest and costs up to the amount of UCCL's indebtedness to the Bank.

#### USI

- a. The payment of the Professional Fees and the Fee Accrual with respect to USI;
- b. To the CRA with respect to the Crown's property/deemed trust claim;
- c. To the Receiver General with respect to its priority claim pursuant to subsection 81.4(4) of the *BIA*; and,
- d. The balance of the funds residing in the Receiver's account, if any, and all net proceeds of the Cartier Claim, if any, to the Bank, on account of USI's secured indebtedness to the Bank for principal, interest and costs up to the amount of USI's indebtedness to the Bank.

(collectively, the "**Proposed Distribution**")

18. The Receiver seeks approval of the Proposed Distribution.

#### Discharge

19. Following the completion of the Proposed Distribution, the Receiver will have completed the administration of the estate of the Debtor, save and except for the prosecution of the Cartier Claim, and as such requests its discharge as Receiver of the Debtor.

20. Section 243 of the *BIA*.

21. Sections 101 of the *Courts of Justice Act*.

22. Rules 2, 3, 37, and 38, of the *Rules of Civil Procedure*.

23. The grounds as detailed in the Third Report.

24. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. The Appointment Order;
2. The Third Report of the Receiver and the Appendices thereto; and
3. Such materials as counsel may advise and this Honourable Court may permit.

April 1, 2021

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TO: Service List

ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

Court File No. CV-20-00640197-00CL

<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>COMMERCIAL LIST</b>  Proceeding commenced at Toronto, Ontario	
<b>NOTICE OF MOTION</b>	
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# Tab 2

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**ROYAL BANK OF CANADA**

Applicant

- and -

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA**

Respondents

**THIRD REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF  
UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM COUNTERTOPS  
LTD. AND UNIFORM SURFACES INC.**

**April 1, 2021**

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## **APPENDICES**

1. Receivership Order of the Honourable Justice Hainey dated May 4, 2020
2. The Auction Approval and Vesting Order dated August 17, 2020
3. The August Ancillary Order dated August 17, 2020
4. The Real Property Approval and Vesting Order dated November 13, 2020
5. The November Ancillary Order dated November 13, 2020
6. The Second Report (without appendices)
7. Fee Affidavit of Mukul Manchanda, sworn April 1, 2021
8. Fee Affidavit of Thomas Masterson, sworn April 1, 2021
9. Receiver's Interim Statements of Receipts and Disbursements as at March 31, 2021
10. The UCCI Payroll Deemed Trust Claim
11. UCCI's WEPPA statement from Employment and Social Development Canada
12. The Tanner E-Mail
13. The Security Opinion
14. PPSA Search - UCCI
15. The UCCL Payroll Deemed Trust Claim
16. UCCL's WEPPA statement from Employment and Social Development Canada
17. PPSA Search - UCCL

## **I. APPOINTMENT AND BACKGROUND**

1. This third report (this “**Third Report**”) is filed by msi Spergel inc. (“**Spergel**”) in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of Uniform Custom Countertops Inc. (“**UCCI**”), Uniform Custom Countertops Ltd. (“**UCCL**”) and Uniform Surfaces Inc. (“**USI**” together with UCCI and UCCL shall be referred to herein as the “**Companies**”).
2. UCCI and UCCL are Canadian owned, private corporations which carried on business as the manufacturers, suppliers and installers of laminated, natural stone, and engineered stone countertops. UCCI operated from the premises located at 289 Courtland Avenue, Vaughan Ontario (the “**UCCI Premises**”) and 61 Auriga Drive, Nepean, Ontario (the “**UCCL Premises**”, collectively, the “**Nepean Leased Premises**”).
3. USI is a Canadian owned private corporation. USI owned real property municipally known as 7250 Keele Street, Unit 368, Vaughan, Ontario (the “**Real Property**”) that was used by UCCI and UCCL as a showroom. The Real Property has been sold by the Receiver as detailed below.
4. Spergel was appointed as the Receiver of all the assets, undertakings and properties of the Companies, including the Real Property (collectively, the “**Property**”) by Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made May 4, 2020 (the “**Receivership Order**”). The Receivership Order was made upon the application of the Companies’ senior general secured creditor, Royal Bank of Canada (“**RBC**”). Attached as **Appendix “1”** to this Third Report is a copy of the Receivership Order.
5. The Receiver retained Harrison Pensa LLP (the “**Receiver’s Counsel**”) as its independent legal counsel.

6. On August 17, 2020, the Receiver moved before the Court by way of motion for an Order approving, amongst other things, the auction services agreement dated August 4, 2020 entered into between the Receiver and Platinum Asset Services Inc. (the “**Auctioneer**”) with respect to certain Property of UCCI and UCCL (the “**Auction Agreement**”) and authorizing the Auctioneer to conduct a public auction (and, if applicable, re-auction) as referenced in, and in accordance with the terms of the Auction Agreement (the “**Auction**”).
7. Pursuant to the Order of the Honourable Madam Justice Conway dated August 17, 2020 (the “**Auction Approval and Vesting Order**”), the Court approved the relief sought by the Receiver with respect to the Auction, including, vesting in each purchaser at the Auction UCCI’s and UCCL’s right, title and interest in and to the Property purchased by such respective purchaser at the Auction free and clear of all liens, charges and security interest and other encumbrances. Attached as **Appendix “2”** to this Second Report is a copy of the Auction Approval and Vesting Order.
8. Pursuant to the Order of Honourable Madam Justice Conway dated August 17, 2020 (the “**August Ancillary Order**”), the Court approved the relief sought by the Receiver, including approval of the fees of the Receiver and its counsel. Attached as **Appendix “3”** to this Second Report is a copy of the August Ancillary Order.
9. The Auction was completed with a full accounting and payment of proceeds to the Receiver.
10. On November 13, 2020, the Receiver moved before the Court by way of motion for an Order approving, amongst other things, the agreement of purchase and sale dated August 28, 2020 between the Receiver, as vendor, and North Park Holdings Inc. (the “**Purchaser**” or “**North Park**”), as

purchaser, (the “**Sale Agreement**”) with respect to the Purchased Assets (as defined in the Sale Agreement, and including the Real Property).

11. Pursuant to the Order of the Honourable Justice Koehnen dated November 13, 2020 (the “**Real Property Approval and Vesting Order**”) the Court approved the relief sought by the Receiver, pursuant to which all of USI’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement) were vested in the Purchaser free and clear of all liens, charges and security interest and other encumbrances. Attached as **Appendix “4”** to this Third Report is a copy of the November 2020 Order.
12. Pursuant to the Order of Honourable Justice Koehnen dated November 13, 2020 (the “**November Ancillary Order**”), the Court approved the relief sought by the Receiver, including approval of the fees of the Receiver and its counsel. Attached as **Appendix “5”** to this Second Report is a copy of the August Ancillary Order.

## **II. PURPOSE OF THIS THIRD REPORT AND DISCLAIMER**

13. The purpose of this Third Report is to advise the Court as to the steps taken by the Receiver in these proceedings since its Second Report dated November 4, 2020 (the “**Second Report**”) and to seek Orders from this Court:
  - a) approving this Third Report and the actions of the Receiver described herein, including without limitation, the Receiver’s interim statement of receipts and disbursements as at March 31, 2021 (the “**Interim R&D**”);
  - b) approving the fees and disbursements of the Receiver for the period from November 1, 2020 to and including March 31, 2021 and the Receiver’s Counsel for the period from October 26, 2020 to and including March 31, 2021;

- c) authorizing and directing the Receiver to make the distributions proposed in this Third Report; and
- d) effective upon filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership of the Companies have been completed to the satisfaction of the Receiver, discharging Spergel as the Receiver and granting certain ancillary relief in relation thereto.

Attached as “**Appendix 6**” to this Third Report is a copy of the Second Report (without appendices).

- 14. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Third Report for any other purpose.
- 15. In preparing this Third Report, the Receiver has relied upon certain information provided to it by the Companies’ former management. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information
- 16. All references to dollars in this Third Report are in Canadian currency unless otherwise noted.

### **III. ACTIONS OF THE RECEIVER SINCE THE SECOND REPORT**

- 17. Following the issuance of the Real Property Approval and Vesting Order and the November Ancillary Order, the Receiver completed the closing of the Sale Agreement.

#### ***Accounts Receivable***



18. As indicated in the Second Report, the Receiver extracted an accounts receivable listing from UCCI and UCCL's accounting server and took steps to realize on UCCI's and UCCL's outstanding accounts receivable. The accounts receivable listing as at the date of the Receivership Order indicated a balance of \$1,184,697.90 and \$337,789.42 in respect to UCCI's and UCCL's outstanding accounts receivable, respectively. The Receiver has continued its efforts with respect to collections of outstanding receivables. As at the date of this Third Report, the Receiver has collected \$755,146.24 and \$201,463.85 in respect of UCCI's and UCCL's accounts receivable, respectively. The Receiver has determined that certain receivables are not collectible either due to lack of supporting documents or the receivable was paid prior to the appointment of the Receiver but was not released from the accounting records. The Receiver's collection efforts with respect to UCCL's receivables have been completed and the collection efforts with respect to the UCCI's receivables have been substantially completed with the exception of the receivable of \$84,442.54.
19. The Receiver has issued a statement of claim against Cartier Kitchens Inc. ("**Cartier**") in the Ontario Superior Court of Justice at Milton bearing court file CV-21-000000640-0000 with respect to the outstanding receivable pled as owing to UCCI (the "**Cartier Claim**"). The Cartier Claim seeks payment of the sum of \$84,442.54 owing to UCCI as of April 25, 2020. Cartier has retained counsel and has filed a Notice of Intent to Defend in the Cartier Claim.

#### **IV. FEES AND DISBURSEMENTS OF THE RECEIVER**

20. Attached hereto as **Appendix "7"** is the Affidavit of Mukul Manchanda, sworn April 1, 2021, which incorporates by reference a copy of the Receiver's time dockets pertaining to the estates of UCCI, UCCL and USI, for the period from November 1, 2020 to and including March 31, 2021 in the amounts of \$17,544.54, \$4,452.77 and \$4,788.38 (inclusive of

disbursements and HST), respectively. This represents a total of 50.40 hours at an average rate of \$307.84 per hour for the estate of UCCI, a total of 11.30 hours at an average rate of \$348.72 per hour for the estate of UCCL and a total of 12.20 hours at an average rate of \$347.34 per hour for the estate of USI.

**V. FEES AND DISBURSEMENTS OF THE RECEIVER'S COUNSEL**

21. Attached hereto as **Appendix "8"** is the Affidavit of Thomas Masterson sworn April 1, 2021, which incorporates by reference a copy of the accounts rendered by the Receiver's Counsel in relation to the estates of UCCI, UCCL and USI for the period from October 27, 2020 to and including March 31, 2021. The total amount of the accounts in relation to all companies totals \$17,417.06, allocated as follows (inclusive of disbursements and HST), respectively:

- a) \$3,774.70 UCCI
- b) \$403.73 UCCL; and,
- c) \$13,238.63 USI.

22. The Receiver has reviewed the accounts of Receiver's Counsel and, given the Receiver's involvement in this matter, the Receiver is of the view that all the work set out in the accounts of the Receiver's Counsel was carried out and was necessary. The hourly rates of the lawyers who worked on this matter were reasonable in light of the services required, and the services were carried out by lawyers with the appropriate level of experience.

**VI. RECEIVER'S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS**

23. Attached hereto as **Appendix "9"** are copies of the Receiver's Interim Statements of Receipts and Disbursements for each of UCCI, UCCL and USI as at March 31, 2020.

## VII. FEE ACCRUAL

24. Provided there is no opposition to the relief sought in this Third Report and that such relief is granted, the Receiver estimates that the additional fees and disbursements for itself and the Receiver's Counsel necessary to complete the proceedings of:

- a) UCCI will be \$40,000.00, not including disbursements and HST (the "**UCCI Fee Accrual**"). This sum relates primarily to the prosecution of the Cartier Claim and is a best estimate at this time;
- b) UCCL will be \$5,000.00, not including disbursements and HST (the "**UCCL Fee Accrual**"); and
- c) USI will be \$5,000.00, not including disbursements and HST (the "**USI Fee Accrual**", collectively the "**Fee Accrual**").

The Fee Accrual is an estimate of fees. The Receiver will take all steps to keep fees to a minimum, and will keep RBC updated as fees accrue. In the event that matters arise that cause an increase in the fees, the Receiver will consult with RBC before taking further steps.

## VIII. PROPOSED DISTRIBUTION

### **UCCI**

#### Canada Revenue Agency

25. Canada Revenue Agency ("**CRA**") conducted a trust exam of UCCI's payroll account and filed a deemed trust claim in the amount of \$28,384.90 (the "**UCCI Payroll Deemed Trust Claim**"). Attached as **Appendix "10"** to this Third Report is a copy of the UCCI Payroll Deemed Trust Claim.

#### Wage Earners Protection Program ("**WEPP**")

26. As reported previously, the Receiver mailed WEPP notifications, including schedules of amounts payable to all eligible former employees of UCCI. The

Receiver received a statement from Employment and Social Development Canada on March 4, 2021 indicating a total of \$48,617.11 outstanding with security for payment pursuant to subsection 81.4(4) of the *Bankruptcy and Insolvency Act (Canada)* (“**BIA**”). Attached as **Appendix “11”** to this Third Report is a copy of the statement received from Employment and Social Development Canada.

27. Therefore, after payment of the fees and disbursements of the Receiver and the Receiver’s Counsel (incurred in relation to the estate of UCCI) including the reservation of the UCCI Fee Accrual, the Receiver recommends that it be authorized and directed to distribute:
- a) \$28,384.90 to the Receiver General in respect of the UCCI Payroll Deemed Trust Claim;
  - b) \$48,617.11 to the Receiver General in respect of the priority claim pursuant to subsection 81.4(4) of BIA.

**Leased Equipment**

28. In its First Report, the Receiver reported the following in relation to the Tanner Leased Assets (as defined herein):
- a) the Receiver contacted Tanner Financial Services Inc. (“**Tanner**”) with respect to certain equipment including a 2005 Bimatech Technistone 4000 CNC machine, 2004 Bimatech Technistone 4000 CNC Machine, Gorbelt JIB Crane and Park Industries Yukon 11 Deluxe Diamond Saw (the “**Tanner Leased Assets**”) situated at the Nepean Leased Premises initially appeared to be leased from Tanner;
  - b) Tanner advised the Receiver that RBC’s general security agreement did not include the Tanner Leased Assets and that Tanner Leased Assets remained under third party finance from the original purchase

date and subsequently was never released as an asset for RBC to claim an interest in. In support of its position Tanner provided a lease agreement dated November 30, 2018 (the “**Tanner Lease Agreement**”) entered between UCCI and Tanner which included a purported transfer of title, a promissory note from UCCI and a guarantee from Milos Bezouska;

- c) following a discussion with counsel for Tanner, the Receiver’s counsel corresponded by email dated June 22, 2020 to Tanner’s counsel (the “Tanner E-Mail”) advising that:
  - i. At the time of entering into the Tanner Lease Agreement and transfer of title documentation (November 30, 2018), UCCI and UCCL were indebted to RBC and RBC was the holder of a perfected general security interest under the *Personal Property Security Act* (the “**PPSA**”);
  - ii. the Receiver requested from RBC any waiver that may have been provided to Tanner from RBC and was advised that no such waiver has been located or recorded by RBC;
  - iii. Tanner’s claim against the Tanner Leased Assets does not meet the requirements to be deemed a “PMSI” under the PPSA, and as such will not have priority over RBC’s prior ranking position;
  - iv. The transfer of title by UCCI to Tanner, would be subject to RBC’s continuing security interest as there is no waiver available; and
  - v. the sale proceeds will stand instead of the Tanner Leased Assets and will not be distributed without further order of the court.

- d) The Receiver's counsel did not receive a response to its above email. Accordingly, the Receiver proceeded with the sale of the Tanner Leased Assets.

Attached as **Appendix "12"** to this Third Report is a copy of the Tanner E-Mail.

29. On March 15, 2021, the Receiver's Counsel sent an email to Tanner's counsel advising that the Receiver is proceeding with a motion for its discharge and distribution of funds and given the above the Receiver will not be seeking any distribution to Tanner with respect to the proceeds from the Tanner Leased Assets. As at the date of this Third Report Tanner's counsel has not responded to the Receiver's Counsel's email.

30. All other leased assets were returned to the lessors by the Receiver.

RBC

31. RBC holds certain security over UCCI, UCCL and USI, including, amongst others, general security agreements each dated March 21, 2016 ("**RBC's Security**").
32. The Receiver's Counsel has reviewed RBC's Security, and, subject to the usual assumptions and qualifications of an opinion of such nature, has opined that RBC's Security is validly perfected and enforceable in accordance with its terms (the "**Security Opinion**"). Attached as **Appendix "13"** to this Third Report is the Security Opinion.
33. Attached as **Appendix "14"** to this Third Report is a PPSA search for UCCI dated April 1, 2021.
34. On March 31, 2021 RBC provided details of the amounts due by UCCI to RBC, including legal expenses, which together total \$1,620,530.41 (plus further amounts for the continued accrual of interest and recovery expenses).

35. Accordingly, the Receiver recommends that, after payment of the fees and disbursements of the Receiver and the Receiver's Counsel (incurred in relation to the estate of UCCI), including the UCCI Fee Accrual, and after the distribution proposed above to the Receiver General, the Receiver be authorized and directed to pay the balance of any and all funds available in UCCI's estate to RBC, on account of UCCI's secured indebtedness to RBC for principal, interest and costs up to the amount of UCCI's indebtedness to RBC, and to further distribute all net proceeds of the Cartier Claim, if any to RBC.

## **UCCL**

### Canada Revenue Agency

36. Canada Revenue Agency ("**CRA**") conducted a trust exam of UCCI's payroll account and filed a deemed trust claim in the amount of \$13,180.28 (the "**UCCL Payroll Deemed Trust Claim**"). Attached as **Appendix "15"** to this Third Report is a copy of the UCCL Payroll Deemed Trust Claim.

### Wage Earners Protection Program

37. As reported previously, the Receiver mailed WEPP notifications, including schedules of amounts payable to all eligible former employees of UCCL. The Receiver received a statement from Employment and Social Development Canada on March 8, 2021 indicating a total of \$5,654.14 outstanding with security for payment pursuant to subsection 81.4(4) of BIA. Attached as **Appendix "16"** to this Third Report is a copy of the statement received from Employment and Social Development Canada.
38. Attached as **Appendix "17"** to this Third Report is a PPSA search for UCCL dated April 1, 2021.

39. Therefore, after payment of the fees and disbursements of the Receiver and the Receiver's Counsel (incurred in relation to the estate of UCCL) including the UCCL Fee Accrual, the Receiver recommends that it be authorized and directed to distribute:
- a) \$13,180.28 to the Receiver General in respect of the UCCL Payroll Deemed Trust Claim;
  - b) \$5,654.14 to the Receiver General in respect of the priority claim pursuant to subsection 81.4(4) of BIA.
40. On March 31, 2021 RBC provided details of the amounts due by UCCL to RBC, including legal expenses, which together total \$1,620,530.14 (plus further amounts for the continued accrual of interest and recovery expenses) as UCCL is a guarantor of the indebtedness of UCCI to RBC.
41. All leased assets were returned to the lessors by the Receiver.
42. Accordingly, the Receiver recommends that, after payment of the fees and disbursements of the Receiver and the Receiver's Counsel (incurred in relation to the estate of UCCL), including the UCCL Fee Accrual, and after the distribution proposed above to the Receiver General, the Receiver be authorized and directed to pay the balance of any and all funds available in UCCL's estate to RBC, on account of UCCL's secured indebtedness to RBC for principal, interest and costs up to the amount of UCCL's indebtedness to RBC.

#### **USI**

43. Title search conducted with respect to the Real Property on November 4, 2020 has indicated the following registrations on title in order of priority:
- a) A first mortgage in the principal amount of \$238,000 held by RBC which comprises an initial charge registered on June 8, 2016 (the **"First Mortgage"**; and



- b) A lien in the amount of \$2,463 by York Region Standard Condominium Corporation No. 1311 with respect to outstanding condominium fees registered on June 25, 2020 (the “**Condo Lien**”)
- 44. The Condo Lien was paid in full on the closing of the Real Property sale.
- 45. On March 31, 2021 RBC provided details of the amounts due by USI to RBC, including legal expenses, which together total \$204,168.22 (plus further amounts for the continued accrual of interest and recovery expenses). Further, USI is a guarantor of the indebtedness of UCCI to RBC.
- 46. Accordingly, the Receiver recommends that, after payment of the fees and disbursements of the Receiver and the Receiver's Counsel (incurred in relation to the estate of USI), including the USI Fee Accrual, the Receiver be authorized and directed to pay the balance of any and all funds available in USI's estate to RBC, on account of USI's secured indebtedness to RBC for principal, interest and costs up to the amount of USI's indebtedness to RBC.

#### **IX. DISCHARGE OF THE RECEIVER**

- 47. Subsequent to the date of this Third Report, and prior to the Receiver's discharge, the Receiver proposes to attend to the following:
  - a) collection of receivable from Cartier Kitchen through the prosecution of the Cartier Claim;
  - b) the payment of distributions as identified above;
  - c) other residual and/or administrative matters in connection with Spergel's appointment as Receiver; and
  - d) filing of the final Receiver's certificate of discharge.

#### **X. RECOMMENDATIONS**

48. The Receiver respectfully requests that this Honourable Court grant the relief sought in this Third Report.

Dated at Toronto this 1<sup>st</sup> day of April, 2021.

**msi Spergel inc.,**  
solely in its capacity as court-appointed  
Receiver of Uniform Custom Countertops Inc.  
Uniform Custom Countertops Ltd. and Uniform  
Surfaces Inc. and not in its personal or corporate  
capacity

Per:

A handwritten signature in black ink, appearing to read 'Mukul', written over a horizontal line.

---

Mukul Manchanda, CPA, CIRP, LIT  
Principal

## APPENDIX 1

MAY 4, 2020

Re RBC

- ① This application was heard by video conference in accordance with the change in operation of the Commercial List in view of the Covid-19 Crisis and the Chief Justice's Notices to the professions.
- ② The application is granted on consent on the terms of the attached Order appointing a Receiver.
- ③ The order is effective today and does not have to be entered.

Haring J.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR.	)	MONDAY, THE 4 <sup>TH</sup>
	)	
JUSTICE HAINEY	)	DAY OF MAY, 2020

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA

Respondents

**ORDER**  
(appointing Receiver)

**THIS APPLICATION** 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. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., and Uniform Surfaces Inc. and in respect of the real property municipally known as 7250 Keele Street, Unit 368, Vaughan, Ontario, (PIN 29842-0368 (LT) (the "Keele Property") owned by Uniform Surfaces Inc. (collectively the "Debtors"), acquired for, or used in relation to a business carried on by the Debtors, was heard by video conference by reason of the Covid-19 Pandemic.

**ON READING** the affidavit of David R. Kennedy sworn April 29, 2020 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, counsel for the Debtors, counsel for Business Development Bank of Canada, no one else appearing for any other interested parties although served as appears from the affidavit of service of Rachel Moses sworn April 29, 2020, and on reading the consent of the Debtors and the consent of msi Spergel inc. to act as the Receiver,

#### **SERVICE**

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

#### **APPOINTMENT**

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

- (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, shall not be required,

- (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;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including against title to the



Keele Property with the following legal description: 7250 Keele Street, Unit 368, Vaughan, Ontario, UNIT 368, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN (PIN 29842-0368 (LT);

- (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 is 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 Debtor 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.

16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and 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).

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

17. **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**

18. **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**

19. **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.

20. **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.

21. **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**

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000.00 (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.

23. **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.

24. **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.

25. **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

26. **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 [www.spergelcorporate.ca](http://www.spergelcorporate.ca) <<http://www.spergelcorporate.ca>>.

27. **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.

## 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.

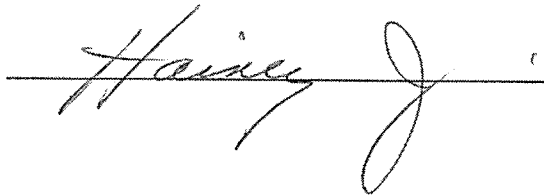
29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

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 application, 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.

A handwritten signature in cursive script, appearing to read "Hainey J.", is written over a horizontal line. The signature is fluid and stylized, with a large loop at the end.

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 of Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., and in respect of the Keele Property owned by Uniform Surfaces Inc. 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 \_\_\_\_\_, 2020 (the "Order") made in an action having Court file number CV-20-00640197-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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 \_\_\_\_\_, 2020.

msi Spergel inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

## APPENDIX 2

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

THE HONOURABLE	)	MONDAY, THE 17 <sup>th</sup>
	)	
JUSTICE Conway	)	DAY OF AUGUST, 2020

B E T W E E N:

**ROYAL BANK OF CANADA**

Applicant

- and -

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA**

Respondents

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by msi Spergel Inc., in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Uniform Custom Countertops Inc. ("UCCI"), Uniform Custom Countertops Ltd. ("UCCL"), Uniform Surfaces Inc., for an order approving the sale by Auction (the "Auction") contemplated by an Auction Agreement (the "Auction Agreement") between the Receiver and Platinum Asset Services Inc. (the "Auctioneer") dated August 4, 2020 and appended to the First Report of the Receiver dated August 7, 2020 (the "First Report"), and vesting in the purchasers at the Auction (the "Purchasers") all of UCCI and UCCL's respective right, title and interest in and to the assets described in the Auction Agreement

(the "Auction Assets"), was heard this day by judicial teleconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion dated August 7, 2020, the First Report, and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Lindsay Provost sworn August 7, 2020, filed:

1. THIS COURT ORDERS AND DECLARES that the Auction is hereby approved, and the execution of the Auction Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Auction and for the conveyance of the Auction Assets to the respective Purchasers.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a receipt for payment in full by the Auctioneer to each of the respective Purchasers, all of UCCI and UCCL's right, title and interest in and to each of the Auction Assets so purchased shall vest absolutely in the respective Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Hainey dated May 4, 2020; and, (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as "Encumbrances"), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Auction Assets are hereby expunged and discharged as against the Auction Assets.

3. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Auction Assets shall stand in the place and stead of the Auction Assets, and that following the completion of the Auction, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Auction Assets with the same

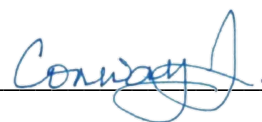
priority as they had with respect to the Auction Assets immediately prior to the sale, as if the Auction Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

4. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of UCCI and/or UCCL, and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of UCCI and/or UCCL;

the vesting of the Auction Assets in the respective Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of UCCI and/or UCCL and shall not be void or voidable by creditors of UCCI and/or UCCL, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

5. 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

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

Justice, Ontario Superior Court of Justice  
Commercial List



ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

Court File No. CV-20-00640197-00CL

	<p><b>ONTARIO</b></p> <p><b>SUPERIOR COURT OF JUSTICE</b></p> <p><b>COMMERCIAL LIST</b></p> <p>Proceeding commenced at Toronto, Ontario</p> <p><b>APPROVAL AND VESTING ORDER</b></p> <p><b>Harrison Pensa<sup>LLP</sup></b> Barristers and Solicitors 450 Talbot Street, P.O. Box 3237 London, Ontario N6A 4K3</p> <p><b>Timothy C. Hogan (LSO #36553S)</b> <b>Robert Danter (LSO#69806O)</b> Tel: (519) 679-9660 Fax: (519) 667-3362</p> <p>Solicitors for the Receiver, msi Spergel Inc.</p>
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## APPENDIX 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE

)

MONDAY, THE 17<sup>th</sup>

JUSTICE Conway

)

DAY OF AUGUST, 2020

)

B E T W E E N:

**ROYAL BANK OF CANADA**

Applicant

- and -

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA**

Respondents

**ANCILLARY ORDER**

THIS MOTION, made by msi Spergel Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., and Uniform Surfaces Inc., appointed pursuant to the Order of the Honourable Justice Hainey dated May 4, 2020, for an order:

1. That the time for service, filing and confirmation of the Notice of Motion and the Motion Record be abridged so that this motion is properly returnable today, and dispensing with further service and confirmation hereof;
2. Approving the Receiver's First Report to the Court dated August 7, 2020 (the "First Report") and the activities and conduct of the Receiver as detailed therein;

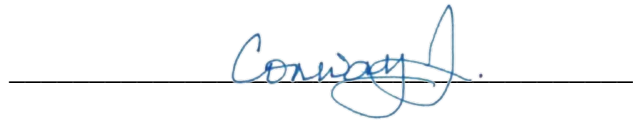
3. Sealing the Confidential Appendices to the First Report (the “Confidential Appendices”) until the completion of the Auction (as defined in the First Report), or until further Order of this Court;
4. Approving the Receiver’s Interim Statement of Receipts and Disbursements as detailed in the First Report (the “Interim Statement of Receipts and Disbursements”);
5. Approving the fees of the Receiver and its counsel, Harrison Pensa LLP, and payment of same (collectively, the “Fees”); and,
6. Such further and other relief as counsel may request and this honourable court may permit,

was heard this day by judicial telephone conference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion dated August 7, 2020, the First Report, and on hearing the submissions of counsel for the Receiver and all other counsel and parties present, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of Lindsay Provost sworn August 7, 2020, filed;

1. THIS COURT ORDERS that the time for service, filing and confirmation of the Notice of Motion and the Motion Record be and is abridged so that this motion is properly returnable today and hereby dispenses with further service and confirmation hereof.
2. THIS COURT ORDERS that the First Report, and the activities and conduct of the Receiver as detailed therein, be and are approved.
3. THIS COURT ORDERS that the Confidential Appendices be and are sealed until the completion of the Auction, or until further Order of this Court.
4. THIS COURT ORDERS that the Interim Statement of Receipts and Disbursements be and is hereby approved.

5. THIS COURT ORDERS that the Fees, and payment thereof, be and are hereby approved.

A handwritten signature in blue ink is written over a horizontal line. The signature appears to be "Conway J." with a stylized flourish at the end.

Justice, Ontario Superior Court of Justice

(Commercial List)

ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

Court File No. CV-20-00640197-00CL

	<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>COMMERCIAL LIST</b>  Proceeding commenced at Toronto, Ontario
	<b>ANCILLARY ORDER</b>
	<b>Harrison Pensa</b> <sup>LLP</sup> Barristers and Solicitors 450 Talbot Street, P.O. Box 3237 London, Ontario N6A 4K3  <b>Timothy C. Hogan (LSO #36553S)</b> <b>Robert Danter (LSO#69806O)</b> Tel: (519) 679-9660 Fax: (519) 667-3362  Solicitors for the Receiver, msi Spergel Inc.

## APPENDIX 4

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

THE HONOURABLE	)	FRIDAY, THE 13 <sup>th</sup>
	)	
JUSTICE KOEHNEN	)	DAY OF NOVEMBER, 2020

B E T W E E N:

**ROYAL BANK OF CANADA**

Applicant

- and –

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA**

Respondents

**APPROVAL AND VESTING ORDER**

THIS MOTION, made by msi Spergel Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., Uniform Surfaces Inc. ("USI") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and North Park Holdings Inc. (the "Purchaser") dated August 28, 2020 (the "Sale Agreement") and appended to the Report of the Receiver dated November 3, 2020 (the "Second Report"), and vesting in the Purchaser all of USI's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at by judicial teleconference via Zoom at 330 University Avenue, Toronto, Ontario.



ON READING the Notice of Motion dated November 3, 2020, the Second Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Lindsay Provost sworn November 5, 2020, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Receiver's Certificate"), all of USI's right, title and interest in and to the Purchased Assets, described in the Sale Agreement and at Schedule B to hereto, shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Hainey dated May 4, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of York Region (#65) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner

of the subject real property identified in Schedule B hereto (the “Real Property”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.


6. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of USI and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of USI;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of USI, and shall not be void or voidable by creditors of USI, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. 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.

8. THIS COURT ORDERS that, notwithstanding Rule 59.05 of the *Rules of Civil Procedure* (Ontario), this Order is effective from the date on which it is made, and is enforceable without any need for entry and filing, provided, however, that any party may nonetheless submit a formal order for original signing, entry, and filing, as the case may be.

A handwritten signature in blue ink, appearing to be 'D.A.J.', is written above a horizontal line.

Justice, Ontario Superior Court of Justice  
(Commercial List)

**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-20-00640197-00CL

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**COMMERCIAL LIST**

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

**ROYAL BANK OF CANADA**

**Applicant**

**- and –**

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA**

**Respondents**

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Hainey of the Ontario Superior Court of Justice (the "Court") dated May 4, 2020, msi Spergel Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., Uniform Surfaces Inc. ("USI").

B. Pursuant to an Order of the Court dated November 13, 2020, the Court approved the agreement of purchase and sale made as of August 28, 2020 (the "Sale Agreement") between the Receiver and North Park Holdings Inc. (the "Purchaser") and provided for the vesting in the Purchaser of USI’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased

Assets; (ii) that the conditions to Closing as set out in sections 11 and 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 11 and 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**msi Spergel Inc., in its capacity as Receiver of  
the undertaking, property and assets of  
Uniform Custom Countertops Inc., Uniform  
Custom Countertops Ltd., Uniform Surfaces  
Inc., and not in its personal capacity**

Per: \_\_\_\_\_

Name:

Title:

### **Schedule B – Purchased Assets**

UNIT 368, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN (PIN 29842-0368 LT)

### **Schedule C – Claims to be deleted and expunged from title to Real Property**

1. YR2484092 (June 8, 2016) – Transfer
2. YR2484093 (June 8, 2016) – Charge
3. YR2484094 (June 8, 2016) – Notice of Assignment of Rents – General
4. YR3098438 (May 14, 2020) Application to Register Court Order
5. YR3112108 (June 25, 2020) – Condo Lien/98

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

1. VA71588 (January 29, 1973) Notice of Amendment of Airport Zoning Regulations
2. R309927 (February 16, 1983) – Transfer of Easement
3. LT1463623 (March 27, 2000) – Notice of Pearson Airport Zoning Regulations
4. YR62960 (October 19, 2001) – Application General re: Minister’s Transfer Order – Multiple Easements
5. YR1953124 (March 7, 2013) – Transfer of Easement
6. YR1953816 (March 11, 2013) – Notice of Site Plan Agreement
7. 65R-35462 (January 26, 2015) – Reference Plan
8. YR2247428 (January 26, 2015) – Application Absolute Title
9. YR2447057 (March 22, 2016) – Notice of Condominium Agreement
10. YRCP1311 (May 2, 2016) – Standard Condominium Plan
11. YR2466166 (May 2, 2016) – Condominium Declaration
12. YR2479036 (May 31, 2016) – Condominium Bylaw #1
13. YR2479045 (May 31, 2016) – Condominium Bylaw #2
14. YR2479048 (May 31, 2016) – Application to Annex Restrictive Covenants
15. YR2481766 (June 3, 2016) – Amendment to Condominium Declaration
16. YR2772818 (December 13, 2017) – Condominium Bylaw #3



ROYAL BANK OF CANADA  
Applicant

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Respondents

Court File No. CV-20-00640197-00CL

	<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>COMMERCIAL LIST</b>  Proceeding commenced at Toronto, Ontario
	<b>ORDER</b>
	<b>Harrison Pensa</b> <sup>LLP</sup> Barristers and Solicitors 450 Talbot Street, P.O. Box 3237 London, Ontario N6A 4K3  <b>Timothy C. Hogan (LSO #36553S)</b> <b>Robert Danter (LSO #698060)</b> Tel: (519) 679-9660 Fax: (519) 667-3362  Solicitors for the Receiver, msi Spergel Inc.

## APPENDIX 5

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE

)

FRIDAY, THE 13<sup>th</sup>

JUSTICE KOEHNEN

)

DAY OF NOVEMBER, 2020

)

B E T W E E N:

**ROYAL BANK OF CANADA**

Applicant

- and -

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA**

Respondents

**ANCILLARY ORDER**

THIS MOTION, made by msi Spergel Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., and Uniform Surfaces Inc., appointed pursuant to the Order of the Honourable Justice Hainey dated May 4, 2020, for an order:

1. That the time for service, filing and confirmation of the Notice of Motion and the Motion Record be abridged so that this motion is properly returnable today, and dispensing with further service and confirmation hereof;
2. Approving the Receiver's Second Report to the Court dated November 3, 2020 (the "Second Report") and the activities and conduct of the Receiver as detailed therein;

3. Sealing the Confidential Appendices to the Second Report (the “Confidential Appendices”) until the completion of the Transaction (as defined in the Second Report), or until further Order of this Court;
4. Approving the Receiver’s Interim Statement of Receipts and Disbursements as detailed in the Second Report (the “Interim Statement of Receipts and Disbursements”);
5. Approving the fees of the Receiver and its counsel, Harrison Pensa LLP, and payment of same, as detailed in the Second Report (collectively, the “Fees”); and,
6. Such further and other relief as counsel may request and this honourable court may permit,

was heard this day by judicial telephone conference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion dated November 3, 2020, the Second Report and all Appendices thereto, including the Fee Affidavits of Thomas Masterson sworn November 4, 2020, and of Mukul Manchanda sworn November 4, 2020 (collectively, the “Fee Affidavits”), and on hearing the submissions of counsel for the Receiver and all other counsel and parties present, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of Lindsay Provost sworn November 5, 2020, filed;

1. THIS COURT ORDERS that the time for service, filing and confirmation of the Notice of Motion and the Motion Record be and is abridged so that this motion is properly returnable today and hereby dispenses with further service and confirmation hereof.
2. THIS COURT ORDERS that the Second Report, and the activities and conduct of the Receiver as detailed therein, be and are approved.
3. THIS COURT ORDERS that the Confidential Appendices to the Second Report be and are sealed until the completion of the Transaction, or until further Order of this Court.
4. THIS COURT ORDERS that the Interim Statement of Receipts and Disbursements be and is hereby approved.

5. THIS COURT ORDERS that the Fees, as set out in the Fee Affidavits, and payment thereof, be and are hereby approved.



Justice, Ontario Superior Court of Justice  
(Commercial List)

ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

Court File No. CV-20-00640197-00CL

		<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>COMMERCIAL LIST</b>  Proceeding commenced at Toronto, Ontario
		<b>ORDER</b>
		<b>Harrison Pensa</b> <sup>LLP</sup> Barristers and Solicitors 450 Talbot Street, P.O. Box 3237 London, Ontario N6A 4K3  <b>Timothy C. Hogan (LSO #36553S)</b> <b>Robert Danter (LSO #698060)</b> Tel: (519) 679-9660 Fax: (519) 667-3362  Solicitors for the Receiver, msi Spergel Inc.

## APPENDIX 6

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**ROYAL BANK OF CANADA**

Applicant

- and -

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA**

Respondents

**SECOND REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF  
UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM COUNTERTOPS  
LTD. AND UNIFORM SURFACES INC.**

**November 4, 2020**



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RECEIVER’S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS	Page 9
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## **APPENDICES**

1. Receivership Order of the Honourable Justice Hainey dated May 4, 2020
2. The Approval and Vesting Order dated August 17, 2020
3. Listing Proposal Submitted by Intercity Realty Inc. (Redacted with Schedules removed)
4. MLS Listing Agreement with Intercity Realty Inc.
5. Intercity Marketing Status Report (Redacted - Executive Summary only)
6. Parcel Abstract for the Real Property
7. PPSA search for USI
8. Fee Affidavit of Mukul Manchanda, sworn November 4, 2020
9. Fee Affidavit of Thomas Masterson, sworn November 4, 2020
10. Receiver's Interim Statements of Receipts and Disbursements as at October 31, 2020

## **CONFIDENTIAL APPENDICES**

1. Appraisal of Cornwall Property Consultants Ltd.
2. Appraisal of Wagner Andrews Kovacs
3. Summary of Values attributed by Appraisers
4. Unredacted copy of the Listing Proposal
5. Unredacted copy of Intercity Marketing Status Report
6. The Receiver's Offer Summary
7. Unredacted copy of the North Park Offer (Agreement of Purchase and Sale dated August 28, 2020)

## **APPOINTMENT AND BACKGROUND**

1. This second report (this “**Second Report**”) is filed by msi Spergel inc. (“**Spergel**”) in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of Uniform Custom Countertops Inc. (“**UCCI**”), Uniform Custom Countertops Ltd. (“**UCCL**”) and Uniform Surfaces Inc. (“**USI**” together with UCCI and UCCL shall be referred to herein as the “**Companies**”).
2. UCCI and UCCL are Canadian owned, private corporations which carried on business as the manufacturers, suppliers and installers of laminated, natural stone, and engineered stone countertops. UCCI operated from the premises located at 289 Courtland Avenue, Vaughan Ontario (the “**UCCI Premises**”) and 61 Auriga Drive, Nepean, Ontario (the “**UCCL Premises**”, collectively, the “**Leased Premises**”).
3. USI is a Canadian owned private corporation. USI owns real property municipally known as 7250 Keele Street, Unit 368, Vaughan, Ontario (the “**Real Property**”) that was used by UCCI and UCCL as a showroom.
4. Spergel was appointed as the Receiver of all the assets, undertakings and properties of the Companies, including the Real Property (collectively, the “**Property**”) by Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made May 4, 2020 (the “**Receivership Order**”). The Receivership Order was made upon the application of the Companies’ senior general secured creditor, Royal Bank of Canada (“**RBC**”). Attached as **Appendix “1”** to this Second Report is a copy of the Receivership Order.
5. The Receiver retained Harrison Pensa LLP (the “**Receiver’s Counsel**”) as its independent legal counsel.

6. On August 17, 2020, the Receiver brought a motion to the Court for an order approving, amongst other things, the auction services agreement dated August 4, 2020 entered into between the Receiver and Platinum Asset Services Inc. (the “**Auctioneer**”) with respect to certain Property of UCCI and UCCL (the “**Auction Agreement**”) and authorizing the Auctioneer to conduct a public auction (and, if applicable, re-auction) as referenced in, and in accordance with the terms of the Auction Agreement (the “**Auction**”). By order of the Honourable Madam Justice Conway dated August 17, 2020 (the “**Approval and Vesting Order**”) the court approved the relief sought by the Receiver, including, vesting in each purchaser at the Auction UCCI’s and UCCL’s right, title and interest in and to the Property purchased by such respective purchaser at the Auction free and clear of all liens, charges and security interest and other encumbrances. Attached as **Appendix “2”** to this Second Report is a copy of the Approval and Vesting Order.

#### **PURPOSE OF THIS SECOND REPORT AND DISCLAIMER**

7. The purpose of this Second Report is to advise the Court as to the steps taken by the Receiver in these proceedings since its First Report dated August 7, 2020 (the “**First Report**”) and to seek Orders from this Court:
- a) approving this Second Report and the actions of the Receiver described herein, including without limitation, the Receiver’s interim statement of receipts and disbursements as at October 31, 2020 (the “**Interim R&D**”);
  - b) approving the sale transaction contemplated by the agreement of purchase and sale dated August 28, 2020 between the Receiver, as vendor, and North Park Holdings Inc. (the “**Purchaser**” or “**North Park**”), as purchaser, (the “**Sale Agreement**”) with respect to the Purchased Assets (as defined in the Sale Agreement, and including the Real Property) (the “**Purchased Assets**”), and authorizing the

Receiver to complete the transaction contemplated thereby (the **“Transaction”**);

- c) vesting in the Purchaser, USI’s right, title and interest in and to the Purchased Assets free and clear of any claims and encumbrances save and except for “Permitted Encumbrances”;
  - d) sealing the Confidential Appendices (as defined herein) to this Second Report until the earlier of the completion of the Transaction or further Order of this Court;
  - e) approving the fees and disbursements of the Receiver for the period from August 1, 2020 to and including October 31, 2020 and the Receiver’s Counsel for the period from August 5, 2020 to and including October 26, 2020; and
  - f) such further and other relief as counsel may advise and this Court may permit.
8. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Second Report for any other purpose.
9. In preparing this Second Report, the Receiver has relied upon certain information provided to it by the Companies’ former management. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information
10. All references to dollars in this Report are in Canadian currency unless otherwise noted.

## **ACTIONS OF THE RECEIVER SINCE THE FIRST REPORT**

11. Following the issuance of the Approval and Vesting Order, the Receiver completed the closing of the Auction Agreement. The Receiver assisted the Auctioneer in completing the auction of the Purchased Assets (as defined in the Auction Agreement) to the extent required by the Auction Agreement.

### ***Accounts Receivable***

12. As indicated in the First Report, the Receiver extracted an accounts receivable listing from UCCI and UCCL's accounting server and took steps to realize on UCCI's and UCCL's outstanding accounts receivable. The accounts receivable listing as at the date of the Receivership Order indicated a balance of \$1,184,697.90 and \$337,789.42 in respect to UCCI's and UCCL's outstanding accounts receivable, respectively. The Receiver has continued its efforts with respect to collections of outstanding receivables. As at the date of this Second Report, the Receiver has collected \$554,024.39 and \$201,463.85 in respect of UCCI's and UCCL's accounts receivable, respectively. The Receiver has determined that certain receivables are not collectible either due to lack of supporting documents or the receivable was paid prior to the appointment of the Receiver but was not released from the accounting records. The Receiver's collection efforts with respect to UCCL's receivables have been completed and the collection efforts with respect to the remainder of UCCI's receivables are ongoing.

### ***Wage Earner's Protection Program***

13. As indicated in the First Report, the Receiver mailed Wage Earner Protection Program notifications, including schedules of amounts payable, to all eligible former employees of UCCI and UCCL. The Receiver estimates that the amounts owed to employees which sum is subject to a charge

pursuant to sections 81.3 or 81.4 of the Bankruptcy and Insolvency Act for UCCI and UCCL total \$50,162.95 and \$5,654.14, respectively.

***Leased Premises***

14. The Auctioneer completed the sale of the assets situated at the UCCL Premises on or around August 26, 2020 subsequent to which, the Receiver vacated the UCCL Premises. On or around October 31, 2020 , the Auctioneer completed the auction of the assets located at the UCCI Premises subsequent to which, the Receiver vacated the UCCI Premises. The Receiver is in discussions with the landlord of the UCCI Premises with respect to the Receiver's obligation for removal and disposal of certain items left at the UCCI Premises.

***Real Property***

15. Since the date that the Receiver took possession of the Real Property, the Receiver's activities have been focused primarily on the day-to-day management and safeguarding of the Real Property, including, without limitation, conducting regular inspections of the Real Property and addressing any site-specific matters as they arise.
16. The Receiver engaged the services of Cornwall Property Consultants Ltd. ("**Cornwall**") and Wagner, Andrews & Kovacs Ltd. ("**Wagner**") to attend at and conduct a full narrative appraisal of the Real Property. The Receiver obtained appraisals in relation to the Real Property from Cornwall on May 28, 2020 and from Wagner on May 22, 2020. Attached hereto as **Confidential Appendices "1", "2" and "3"**, respectively are copies of the appraisals obtained by the Receiver together with a summary of the values attributed by the appraisers to the Real Property .



## **THE SALE PROCESS WITH RESPECT TO THE REAL PROPERTY**

17. As noted previously in the First Report, USI owns the Real Property ( the **“Real Property”**). The Real Property consists of an industrial condominium unit within a larger building called IMPROVE CANADA, which is a commercial shopping mall complex located in Vaughan, Ontario, Canada. The mall has about 400 home improvement stores, exclusively focused on home improvement products and services.
18. In addition to the above noted appraisals, the Receiver sought listing proposals from two real estate brokers, Intercity Realty Inc., and Coldwell Banker. As the Real Property is located within a mall, the traffic of potential customers during Covid-19 reduced significantly and the value of the Real Property was adversely impacted. Due to the nature and value of the Real Property, the Receiver received a response from only Intercity Realty Inc. (**“Intercity”**). Attached hereto as **Appendix “3”** is a copy of the redacted Listing Proposal submitted by Intercity dated July 26, 2020 and an unredacted copy of same is attached hereto as **Confidential Appendix “4”**.
19. The Receiver entered into an MLS Listing Agreement with Intercity at a list price of \$275,000. Attached hereto as **Appendix “4”** is a copy of the Listing Agreement entered into by the Receiver with Intercity dated August 10, 2020.
20. As outlined in its Listing Proposal, Intercity marketed the property using: social media channels (twitter, Instagram, and website); marketing flyers; signage on the property; E-Blast to Intercity and Agent network of over 300 agents; and in-person showings to contractors and buyers. Attached hereto as **Confidential Appendix “5”** is a copy of the Marketing Status Report dated September 10, 2020 provided by Intercity to the Receiver, which report outlines in detail the challenges faced in the marketing and sale of

- the Real Property. Attached hereto as **Appendix “5”** is a redacted copy of the Marketing Status Report’s executive summary.
21. Two Offers were received by Intercity with respect to the Real Property. Attached hereto as **Confidential Appendix “6”** is a comparative summary of the Offers received.
  22. On or about the 17<sup>th</sup> day of September 2020 accepted the Offer submitted by North Park as being the best of the offers received. The acceptance of the Offer submitted by North Park is conditional only upon the approval of this Honourable Court and accordingly is the subject matter, *inter alia*, of the motion brought by the Receiver. Attached hereto as **Confidential Appendix “7”** (collectively with Confidential Appendices “1”, “2”, “3”, “4”, “5” and “6”, the “**Confidential Appendices**”) is a copy of the North Park Offer/Agreement of Purchase and Sale .
  23. The Receiver is of the view that the sale process was conducted in a commercially reasonable manner and that the market was extensively canvassed pursuant to Intercity’s marketing efforts detailed above. There was little interest expressed in the Real Property due to the nature and location of the Real Property. Further, the Receiver is of the opinion that the efforts of Intercity through the listing of the Real Property on MLS and Intercity’s internal network have provided sufficient exposure of the Real Property to the market.
  24. It is the opinion of the Receiver that the terms and conditions contained within the Sale Agreement are commercially reasonable in all respects and that the purchase price in the Sale Agreement is at market value for the Real Property, and is the best outcome to the estate in the circumstances.
  25. RBC has been consulted with respect to the Transaction and supports the completion of same and the relief sought by the Receiver in the within motion.

26. The Receiver recommends that the Court approve the Transaction.
27. Attached hereto as **Appendix “6”** is a parcel abstract for the Real Property, detailing with the interests in the Real Property, including RBC’s first charge.
28. Attached hereto as **Appendix “7”** is a Personal Property Security Act search as against USI.
29. All parties with an interest in the Real Property have been served with this motion.
30. If the closing of the Transaction is approved, same will close on ten business days after the date that the Approval and Vesting Order is granted by this Court.
31. Accordingly, the Receiver is seeking an order from this Honourable Court approving the Transaction.

#### **THE RECEIVER’S REQUEST FOR A SEALING ORDER**

32. The Receiver is seeking a sealing order in respect of the Confidential Appendices as they each contain commercially sensitive information, the release of which prior to the completion of the Transaction would be prejudicial to the stakeholders of USI in the event the Transaction does not close.

#### **FEES AND DISBURSEMENTS OF THE RECEIVER**

33. Attached hereto as **Appendix “8”** is the Affidavit of Mukul Manchanda, sworn November 4, 2020, which incorporates by reference a copy of the Receiver’s time dockets pertaining to the estates of UCCI, UCCL and USI, for the period from August 1, 2020 to and including October 31, 2020 in the amounts of \$48,522.86, \$8,829.82 and \$9,028.42 (inclusive of disbursements and HST), respectively. This represents a total of 166.80 hours at an average rate of \$257.40 per hour for the estate of UCCI, a total of 24.40 hours at an average rate of \$320.25 per hour for the estate of UCCL

and a total of 22.85 hours at an average rate of \$349.66 per hour for the estate of USI.

#### **FEES AND DISBURSEMENTS OF THE RECEIVER'S COUNSEL**

34. Attached hereto as **Appendix "9"** is the Affidavit of Thomas Masterson, sworn November 4, 2020, which incorporates by reference a copy of the accounts rendered by the Receiver's Counsel in relation to the estates of UCCI, UCCL and USI for the period from August 5, 2020 to and including October 26, 2020 in the amounts of \$11,793.22, \$2,413.98 and \$4,057.21 (inclusive of disbursements and HST), respectively.
35. The Receiver has reviewed the accounts of Receiver's Counsel and, given the Receiver's involvement in this matter, the Receiver is of the view that all the work set out in the accounts of the Receiver's Counsel was carried out and was necessary. The hourly rates of the lawyers who worked on this matter were reasonable in light of the services required, and the services were carried out by lawyers with the appropriate level of experience.

#### **RECEIVER'S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS**

36. Attached hereto as **Appendix "10"** are copies of the Receiver's Interim Statements of Receipts and Disbursements for each of UCCI, UCCL and USI as at October 31, 2020.

#### **RECOMMENDATION**

37. The Receiver respectfully requests that this Honourable Court grant the relief as set out above in this Report.

Dated at Toronto this 4<sup>th</sup> day of November, 2020.

**msi Spergel inc.,**  
solely in its capacity as court-appointed  
Receiver of Uniform Custom Countertops Inc.  
Uniform Custom Countertops Ltd. and Uniform  
Surfaces Inc. and not in its personal or corporate  
capacity

Per:

A handwritten signature in black ink, appearing to read 'Mukul', is positioned to the right of the word 'Per:'. The signature is written in a cursive, stylized font.

---

Mukul Manchanda, CPA, CIRP, LIT  
Principal

## APPENDIX 7

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**ROYAL BANK OF CANADA**

Applicant

- and -

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA AND KAREN BEZOUSKA**

Respondents

**AFFIDAVIT OF MUKUL MANCHANDA**  
(sworn April 1, 2021)

I, **MUKUL MANCHANDA**, of the City of Brampton, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Licensed Insolvency Trustee with msi Spergel inc. ("**Spergel**"), the Court-Appointed Receiver (the "**Receiver**") of Uniform Custom Countertops Inc. ("**UCCI**"), Uniform Custom Countertops Ltd. ("**UCCL**") and Uniform Surfaces Inc. ("**USI**" together with UCCI and UCCL, the "**Debtors**") and as such have knowledge of the matters to deposed herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.
2. The Receiver was appointed, without security, of all of the assets, undertakings and properties of the Debtors by Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice (Commercial List) made on May 4, 2020.
3. In connection with the receivership of UCCI for the period from November 1, 2020 to March 31, 2021 fees of \$17,544.54 inclusive of HST and disbursements

were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit “1”** to this my Affidavit. This represents 50.40 hours at an effective rate of \$307.84 per hour.

4. In connection with the receivership of UCCL for the period from November 1, 2020 to March 31, 2021 fees of \$4,452.77 inclusive of HST and disbursements were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit “2”** to this my Affidavit. This represents 11.30 hours at an effective rate of \$348.72 per hour.
5. In connection with the receivership of USI for the period from November 1, 2020 to March 31, 2021 fees of \$4,788.38 inclusive of HST and disbursements were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit “3”** to this my Affidavit. This represents 12.20 hours at an effective rate of \$347.34 per hour.
6. The hourly billing rates detailed in this Affidavit are comparable to the hourly rates charged by Spergel for services rendered in relation to similar proceedings.
7. This Affidavit is made in support of a motion to, *inter alia*, approve the receipts and disbursements of the Receiver and its accounts.
8. I make this Affidavit for no improper purpose.

Sworn or Affirmed before me by video conference  
by Mukul Manchanda of the City of Toronto in the Province of Ontario, before me )  
at the City of London in the Province of Ontario, on April 1, 2021 in )  
accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. )

Commissioner for Taking Affidavits (or as may be)



\_\_\_\_\_  
*Signature of Commissioner*



\_\_\_\_\_  
**MUKUL MANCHANDA**



**This is Exhibit “1” of the Affidavit of  
MUKUL MANCHANDA  
Sworn before me on this 1<sup>st</sup> day of April, 2021**

A handwritten signature in black ink, consisting of a stylized '7' followed by a '6' and a horizontal stroke across the middle.

**A Commissioner, Etc.**

March 31, 2021

**Invoice #:** 12042

Uniform Custom Countertops Inc

**Billing Period:** Mar 31, 2021

## Invoice

**RE: Uniform Custom Countertops Inc**

**FOR PROFESSIONAL SERVICES RENDERED** for the period November 1, 2020 to March 31, 2021 in connection with our appointment as Court-Appointed Receiver.

	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	0.40	\$465.00	\$186.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.60	301.67	181.00
Mukul Manchanda, CPA, CIRP, LIT	25.60	381.72	9,772.00
Eileen Sturge	0.50	250.00	125.00
Paula Amaral	13.80	250.00	3,450.00
Others	9.50	189.58	1,801.00
<b>Total Professional fees</b>	<b>50.40</b>	<b>\$307.84</b>	<b>\$15,515.00</b>
HST			2,016.95
<b>Reimbursable Expenses</b>			
Courier			\$11.14
<b>Total Reimbursable expenses</b>			<b>\$11.14</b>
HST on expenses			\$1.45
<b>Total</b>			<b>\$17,544.54</b>

HST Registration #R103478103

**(AAUCCI-R)**

Filters Used:

- Time Entry Date: 1/01/70 to 3/31/21
- File Client ID: AAUCCI-R to AAUCCI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

## MSGG - Detailed Time Dockets

Printed on: 4/01/21

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**File Name (ID): Uniform Custom Countertops Inc (AAUCCI-R:)**

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Deborah Hornbostel (DHO)</b>					
Thur	11/05/2020	Review and approve disbursements	0.10	\$465.00	\$46.50
Thur	11/26/2020	Review and approve disbursements	0.10	\$465.00	\$46.50
Fri	03/19/2021	Review and approve disbursement	0.10	\$465.00	\$46.50
Thur	03/25/2021	Review and approve disbursement	0.10	\$465.00	\$46.50
<b>Deborah Hornbostel (DHO)</b>			<b>0.40</b>		<b>\$186.00</b>
<b>Eileen Sturge (EST)</b>					
Wed	11/04/2020	Admin on file	0.50	\$250.00	\$125.00
<b>Eileen Sturge (EST)</b>			<b>0.50</b>		<b>\$125.00</b>
<b>Frieda Kanaris (FKA)</b>					
Mon	11/02/2020	Prepare draft interim notice of Receiver 246(2) and SRD.	0.50	\$250.00	\$125.00
Wed	11/04/2020	Scan and fax interim Notices to O.R.; prepare schedule and requisition payment for October rent; exchange of emails with Sandra; email to Wendi (Breckles Insurance) re cancelling insurance at 289 Courtland.	0.50	\$250.00	\$125.00
Thur	11/05/2020	Review and requisition payment for hydro; t/c's to Enbridge Gas and Alectra to cancel service; email to ADT re cancelling service; admin. on file.	0.70	\$250.00	\$175.00
Tues	11/24/2020	Review and requisition payment for final Enbridge invoice; prepare postings for PAP insurance payments.	0.50	\$250.00	\$125.00
Thur	12/03/2020	T/c with Alectra re water billing.	0.30	\$250.00	\$75.00
Wed	12/23/2020	Review and respond to email from Wendi re insurance cancellation.	0.30	\$250.00	\$75.00
Fri	01/08/2021	Prepare postings for Intact Insurance re November withdrawal and refund.	0.40	\$250.00	\$100.00
Wed	02/10/2021	Review and requisition payment for payables.	0.40	\$250.00	\$100.00
Tues	03/16/2021	Review and requisition payment for final hydro invoice.	0.30	\$250.00	\$75.00
Fri	03/19/2021	T/c with employee re T4, email to PA re same.	0.20	\$250.00	\$50.00
Fri	03/26/2021	Review amended CRA claim, forward to PG, MM and PA, save in directory.	0.20	\$250.00	\$50.00
<b>Frieda Kanaris (FKA)</b>			<b>4.30</b>		<b>\$1,075.00</b>
<b>Gillian Goldblatt (GGO)</b>					
Wed	11/04/2020	review and approve disbursements.	0.10	\$290.00	\$29.00
Wed	11/11/2020	review and approve disbursement.	0.10	\$290.00	\$29.00
Thur	11/26/2020	review and approve disbursement.	0.10	\$290.00	\$29.00
Thur	12/03/2020	review and approve disbursement.	0.10	\$290.00	\$29.00
Thur	02/11/2021	review and approve disbursement	0.10	\$325.00	\$32.50
Wed	03/17/2021	review and approve disbursement.	0.10	\$325.00	\$32.50
<b>Gillian Goldblatt (GGO)</b>			<b>0.60</b>		<b>\$181.00</b>
<b>Hinna Shaikh (HSH)</b>					
Thur	11/05/2020	updated site	0.10	\$120.00	\$12.00
Thur	11/12/2020	updated site	0.10	\$120.00	\$12.00
Fri	11/13/2020	updated site	0.10	\$120.00	\$12.00
<b>Hinna Shaikh (HSH)</b>			<b>0.30</b>		<b>\$36.00</b>
<b>Haran Sivanathan (HSI)</b>					
Wed	11/04/2020	General	0.30	\$150.00	\$45.00
Wed	12/23/2020	General	0.20	\$150.00	\$30.00

## Filters Used:

- Time Entry Date: 1/01/70 to 3/31/21
- File Client ID: AAUCCI-R to AAUCCI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

## MSGG - Detailed Time Dockets

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## File Name (ID): Uniform Custom Countertops Inc (AAUCCI-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Haran Sivanathan (HSI)</b>					
Thur	12/24/2020	General	0.40	\$150.00	\$60.00
Thur	01/28/2021	General	0.20	\$150.00	\$30.00
<b>Haran Sivanathan (HSI)</b>			<b>1.10</b>		<b>\$165.00</b>
<b>Inga Friptuleac (IFR)</b>					
Mon	11/02/2020	Issue cheques; Deposit	0.80	\$125.00	\$100.00
Mon	11/09/2020	Issue cheques	0.20	\$125.00	\$25.00
Mon	11/23/2020	Issue cheque; Postings	0.40	\$125.00	\$50.00
Mon	11/30/2020	Issue cheque	0.20	\$125.00	\$25.00
Wed	03/24/2021	Issue cheques	0.20	\$125.00	\$25.00
<b>Inga Friptuleac (IFR)</b>			<b>1.80</b>		<b>\$225.00</b>
<b>Mukul Manchanda (MMA)</b>					
Mon	11/02/2020	Receipt and review of the sale summary from E. Marshall. Telephone call with A. Moskowitz regarding same. Receipt and review of the revised release from Great Gulf. Email exchanges finalizing the release. Continue drafting the court report. Send an email to T. Hogan containing the draft report.	1.30	\$375.00	\$487.50
Tues	11/03/2020	Receipt and review of an email from J. Lezzi regarding payment of great gulf. Receipt and review of an email from A. Moskowitz regarding vacating the premises. Telephone discussion with A. Moskowitz regarding the issues raised by the landlord with respect to removal of certain items. Receipt and review of an email from T. Hogan providing comments on the report. Email exchanges with S. DiGregorio regarding removal of the duct related to the compressor. Multiple telephone calls with S. DiGregorio and T. Hogan regarding same. Receipt and review of an email from T. Hogan to V. De Angelis regarding the obligation of the receiver to remove pre existing fixtures. Receipt and review of an email from E. Marshall providing photos of the premises. Email exchanges regarding WEPPA and statemens regarding same from Service Canada. Receipt and review of an email from A. Miasik containing final version of the release. Prepared an execution of the release and emailed same to A. Miasik.	3.00	\$375.00	\$1,125.00
Wed	11/04/2020	Receipt, review and sign the 246 report along with the R&D. Email exchanges with A. Miasik regarding executed release and delivery of payment. Receipt and review of an email from L. Provost asking for the appendices to the second report of the receiver. Prepare the appendices and confidential appendices including but not limited to, the fee affidavit, SRD, redacted copy of the sale agreement. Receipt and review of the fee affidavit of T. Hogan. Telephone discussion with L. Provost regarding allocation of legal fees. Telephone discussion with R. Danter regarding revisions in the report. Finalized the report and emailed an executed copy of same to R. Danter. Receipt and review of the motion record. Arranged to have same posted on the case website.	2.00	\$375.00	\$750.00
Thur	11/05/2020	Receipt, review and approve payables. Discussion with P. Amaral regarding the issues raised by the landlord with respect to the state of the property. Receipt and review of the pictures of the premies. Email exchanges regarding cancelling utilities and insurance with respect to the Concord premises.	0.80	\$375.00	\$300.00
Mon	11/09/2020	Receipt and review of an email from D. Kennedy regarding the upcoming hearing and the relief sought during same. Receipt and review of the clean and blackline copy of the approval and vesting order.	0.20	\$375.00	\$75.00

## Filters Used:

- Time Entry Date: 1/01/70 to 3/31/21
- File Client ID: AAUCCI-R to AAUCCI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

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## File Name (ID): Uniform Custom Countertops Inc (AAUCCI-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Mukul Manchanda (MMA)</b>					
Tues	11/10/2020	Send an email to D. Kennedy providing him with the requested information. Further email exchanges regarding additional information requested by RBC.	0.10	\$375.00	\$37.50
Wed	11/11/2020	Receipt, review and approve payables.	0.10	\$375.00	\$37.50
Fri	11/13/2020	Telephone discussion with T. Hogan regarding the court attendance. Attended the court hearing via zoom. Receipt and review of the issued and entered order and the endorsement. Arranged to have same posted to the case website.	0.30	\$375.00	\$112.50
Wed	11/18/2020	Receipt and review of an email from T. Hogan regarding outstanding matters on the file. Instructions to P. Amaral to reach out to Cartier Kitchens to reconcile the outstanding balance. Telephone discussion with D. Kennedy and R. Moses regarding estimated realization and distribution to RBC.	0.70	\$375.00	\$262.50
Thur	11/19/2020	Review of correspondence with ADT regarding cancellation of service. Receipt and review of the documents supporting the accounts receivable from Cartier Kitchens. INstructions to P. Amaral and S> Downey regarding collection of the receivable.	1.20	\$375.00	\$450.00
Fri	11/20/2020	Receipt and review of a draft email to Walter regarding outstanding amounts. Review of the outstanding invoice. Sent an email to S. Downey providing comments and approving the email.	0.30	\$375.00	\$112.50
Mon	11/23/2020	Receipt and review of an email from E. Marshall containing the auction proceeds summary.	0.30	\$375.00	\$112.50
Mon	11/30/2020	Email exchanges regarding status of collection of outstanding receivables. Review of outstanding invoices for Kylemore and Cartier. Discussion with former staff regarding issues related to the collection of receivables.	1.00	\$375.00	\$375.00
Wed	12/02/2020	Receipt and review of the deemed trust claim from CRA.	0.20	\$375.00	\$75.00
Thur	12/03/2020	Receipt, review and approve payables.	0.10	\$375.00	\$37.50
Tues	12/08/2020	Review and sign the insurance cancellation form.	0.20	\$375.00	\$75.00
Wed	12/09/2020	Discussions with S. Downey regarding outstanding receivables. Review of outstanding invoices regarding Cartier Kitchen. INstructed S. Downey to send an email to Walter to follow up status of payment of outstanding invoices. Receipt and reveiw of an email from S. Downey to Walter asking for the status.	1.00	\$375.00	\$375.00
Mon	12/14/2020	Receipt and review of an email from K. Patel containing an outstanding invoice from Kylemore. Discussion with P. Amaral regardnig same.	0.20	\$375.00	\$75.00
Tues	12/15/2020	Review of invoices in advance of telephone call with Kylemore. Lengthy telephone discussion with Kylemore regarding payment of the outstanding receivable of \$60K.	0.80	\$375.00	\$300.00
Mon	12/21/2020	Receipt and review of of the payment of outstanding receivable from Kylemore. Reconciled same with the internal records and noted that payment was made in full.	0.30	\$375.00	\$112.50
Tues	12/22/2020	Receipt, review and approve payable.	0.10	\$375.00	\$37.50
Tues	12/29/2020	Receipt, review and approve disbursements.	0.10	\$375.00	\$37.50
Mon	01/04/2021	Sent an email to Walter requesting response to previous email requests for outstanding receivables. Receipt and review of an email from T. Hogan regarding options available against Cartier Kitchen.	0.30	\$375.00	\$112.50
Tues	01/05/2021	Receipt and review of an email from D. Kennedy requesting an update on the file. Sent an email to D. Kennedy providing the requested update. Telephone discussion with D. Kennedy regarding same.	0.50	\$375.00	\$187.50
Fri	01/08/2021	Review of the information available with respect to the claim against Cartier Kitchen.	0.70	\$375.00	\$262.50

## Filters Used:

- Time Entry Date: 1/01/70 to 3/31/21
- File Client ID: AAUCCI-R to AAUCCI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
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**File Name (ID): Uniform Custom Countertops Inc (AAUCCI-R:)**

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Mukul Manchanda (MMA)</b>					
Mon	01/11/2021	Receipt and review of an email from D. Kennedy requesting an update on the file. Telephone discussion with D. Kennedy regarding same.	0.50	\$375.00	\$187.50
Tues	01/12/2021	Review the file and prepare and send an updated estimated realization schedule to D. Kennedy.	0.70	\$375.00	\$262.50
Tues	01/26/2021	Email exchanges with T. Hogan regarding moving for discharge on the file.	0.20	\$395.00	\$79.00
Wed	02/03/2021	Sent an email to Walter asking him to provide the requested information by end of week failing which account will be sent to counsel for collections.	0.10	\$395.00	\$39.50
Mon	02/08/2021	Email exchanges with T. Hogan regarding the course of action against Cartier Kitchen.	0.10	\$395.00	\$39.50
Tues	02/09/2021	Telephone discussion with T. Hogan regarding issuance of statement of claim against Cartier.	0.20	\$395.00	\$79.00
Wed	02/10/2021	Telephone discussion with T. Hogan regarding issuing a statement of claim against Cartier.	0.30	\$395.00	\$118.50
Thur	02/11/2021	Receipt and review of an email from T. Masterson containing the draft statement of claim against Cartier Kitchens.	0.30	\$395.00	\$118.50
Wed	02/17/2021	Email exchanges with T. Hogan regarding providing documents supporting the Cartier Kitchen Receivable. Assembled the documents and emailed same to T. Hogan.	0.60	\$395.00	\$237.00
Tues	03/02/2021	Receipt and review of an email from D. Kennedy regarding the status of the file. Telephone discussion with D. Kennedy regarding same.	0.50	\$395.00	\$197.50
Thur	03/04/2021	EMail exchanges and telephone discussions with D. Kennedy regarding outstanding matters on the file. EMail exchanges and telephone discussion with T. Hogan regarding scheduling a date for discharge and distribution hearing.	0.50	\$395.00	\$197.50
Fri	03/05/2021	Sent an email to D. Kennedy advising that we will be canvassing dates for a discharge and distribution motion and holding back certain funds to fund the claim against Cartier Kitchen. Further email exchanges with D. Kennedy regarding same.	0.40	\$395.00	\$158.00
Mon	03/08/2021	Review of email exchanges with the commercial list regarding availability for a discharge hearing. Email exchanges with counsel regarding timing of the report of the receiver. Receipt and review of an email from T. Hogan confirming serving of the claim to Cartier Kitchens.	0.20	\$395.00	\$79.00
Tues	03/09/2021	Email exchanges with D. Kennedy regarding the scheduled court hearing. Review of the Cartier Kitchen invoices and draft claim.	0.50	\$395.00	\$197.50
Wed	03/24/2021	Receipt, review and approve payables.	0.10	\$395.00	\$39.50
Mon	03/29/2021	Email exchanges with counsel regarding timing of the report.	0.10	\$395.00	\$39.50
Tues	03/30/2021	Drafted court report.	3.00	\$395.00	\$1,185.00
Wed	03/31/2021	Telephone discussion with T. Hogan regarding the report. Receipt and review of an email from T. Hogan regarding the report. Email exchanges with D. Kennedy regarding the amounts outstanding to RBC. Prepared Interim R&D. Prepare and assemble appendices to the report. Finalize the report with the exception of fees and costs. Sent an email to T. Hogan containing the appendices.	1.50	\$395.00	\$592.50
<b>Mukul Manchanda (MMA)</b>			<b>25.60</b>		<b>\$9,772.00</b>
<b>Paula Amaral (PAM)</b>					
Mon	10/26/2020	Confirm billing from Apogee for IT Services and contact Apogee to address overbilling. Finalize release for Great Gulf.	1.00	\$250.00	\$250.00
Tues	10/27/2020	Deliver keys to landlord, take pictures of issues.	2.50	\$250.00	\$625.00
Wed	10/28/2020	Attend premises for real estate appointment.	3.00	\$250.00	\$750.00

## Filters Used:

- Time Entry Date: 1/01/70 to 3/31/21
- File Client ID: AAUCCI-R to AAUCCI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

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## File Name (ID): Uniform Custom Countertops Inc (AAUCCI-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Paula Amaral (PAM)</b>					
Thur	10/29/2020	Call with Apogee to adress billing discrepancies.	0.25	\$250.00	\$62.50
Fri	10/30/2020	Assemble and send payroll documents to CRA for payroll examination.	2.00	\$250.00	\$500.00
Mon	11/02/2020	Download ADP documents and send to CRA for payroll examination.	3.00	\$250.00	\$750.00
Wed	11/04/2020	Call with CRA payroll examiner.	0.25	\$250.00	\$62.50
Tues	11/10/2020	Call with CRA regarding final source deduction amounts owing	0.20	\$250.00	\$50.00
Tues	12/08/2020	Email CRA Staement of Affairs.	0.20	\$250.00	\$50.00
Wed	12/16/2020	Discuss Statement of Affairs with CRA.	0.20	\$250.00	\$50.00
Mon	02/01/2021	Contact Alectra to discuss water bill. Bill requires adjusting to correct billing period.	0.40	\$250.00	\$100.00
Wed	02/17/2021	Receive HST Examination results from CRA. Review numbers to confirm accuracy. Review receivable amounts for Cartier's Statement of Claim. Prepare T4s for sending to employees.	0.60	\$250.00	\$150.00
Wed	03/31/2021	Scan WEPPA statements to R drive and send to Mukul.	0.20	\$250.00	\$50.00
<b>Paula Amaral (PAM)</b>			<b>13.80</b>		<b>\$3,450.00</b>
<b>Susan Downey (SDW)</b>					
Fri	11/06/2020	Receipt and review of WEPPA Statement and updating Receiver's claim calculation sheet.	0.80	\$150.00	\$120.00
Fri	11/20/2020	Review of and discussions on Cartier Kitchens outstanding invoices. Discussion with Walter and e-mail to follow.	1.00	\$150.00	\$150.00
Wed	12/09/2020	E-mail to Walter W re: unpaid invoices and 2nd request for proof of payment	0.20	\$150.00	\$30.00
<b>Susan Downey (SDW)</b>			<b>2.00</b>		<b>\$300.00</b>
<b>Total for File ID AAUCCI-R:</b>			<b>50.40</b>		<b>\$15,515.00</b>
<b>Grand Total:</b>			<b>50.40</b>		<b>\$15,515.00</b>

**This is Exhibit “2” of the Affidavit of  
MUKUL MANCHANDA  
Sworn before me on this 1<sup>st</sup> day of April, 2021**

A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a horizontal stroke.

**A Commissioner, Etc.**



March 31, 2021

**Invoice #:** 12043

Uniform Custom Countertops Ltd.

**Billing Period:** Mar 31, 2021

## Invoice

**RE: Uniform Custom Countertops Ltd.**

**FOR PROFESSIONAL SERVICES RENDERED** for the period November 1, 2020 to March 31, 2021 in connection with our appointment as Court-Appointed Receiver.

	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.20	\$290.00	\$58.00
Mukul Manchanda, CPA, CIRP, LIT	8.70	383.05	3,332.50
Eileen Sturge	0.50	250.00	125.00
Paula Amaral	0.10	250.00	25.00
Others	1.80	222.22	400.00
Total Professional fees	11.30	\$348.72	\$3,940.50
HST			512.27
<b>Total</b>			<b>\$4,452.77</b>

HST Registration #R103478103

**(AAUCCL-R)**

## Filters Used:

- Time Entry Date: 1/01/70 to 3/31/21
- File Client ID: AAUCCL-R to AAUCCL-R
- Time Entry Bill Status: Un-Billed to Un-Billed
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**File Name (ID): Uniform Custom Countertops Ltd. (AAUCCL-R:)**

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Eileen Sturge (EST)</b>					
Wed	11/04/2020	Admin on file	0.50	\$250.00	\$125.00
		<b>Eileen Sturge (EST)</b>	<b>0.50</b>		<b>\$125.00</b>
<b>Frieda Kanaris (FKA)</b>					
Mon	11/02/2020	Prepare draft interim notice of Receiver 246(2) and SRD.	0.50	\$250.00	\$125.00
Thur	11/05/2020	Review hydro bills and respond to landlord's email; admin. on file.	0.40	\$250.00	\$100.00
Mon	11/09/2020	Review emails and requisition reimbursement to landlord re hydro.	0.30	\$250.00	\$75.00
Fri	03/26/2021	Review amended CRA claim, forward to PG, MM and PA, save in directory.	0.20	\$250.00	\$50.00
		<b>Frieda Kanaris (FKA)</b>	<b>1.40</b>		<b>\$350.00</b>
<b>Gillian Goldblatt (GGO)</b>					
Wed	11/11/2020	review and approve disbursements.	0.20	\$290.00	\$58.00
		<b>Gillian Goldblatt (GGO)</b>	<b>0.20</b>		<b>\$58.00</b>
<b>Inga Friptuleac (IFR)</b>					
Mon	11/09/2020	Issue cheques	0.40	\$125.00	\$50.00
		<b>Inga Friptuleac (IFR)</b>	<b>0.40</b>		<b>\$50.00</b>
<b>Mukul Manchanda (MMA)</b>					
Mon	11/02/2020	Receipt and review of the sale summary from E. Marshall. Telephone call with A. Moskowitz regarding same. Continue drafting the report. Send an email to T. Hogan containing the draft report.	1.00	\$375.00	\$375.00
Tues	11/03/2020	Receipt and review of an email from T. Hogan providing comments on the report. Email exchanges regarding WEPPA and statements regarding same from Service Canada.	0.50	\$375.00	\$187.50
Wed	11/04/2020	Receipt, review and sign the 246 report along with the R&D. Receipt and review of an email from L. Provost asking for the appendices to the second report of the receiver. Prepare the appendices and confidential appendices including but not limited to, the fee affidavit, SRD, redacted copy of the sale agreement. Receipt and review of the fee affidavit of T. Hogan. Telephone discussion with L. Provost regarding allocation of legal fees. Telephone discussion with R. Danter regarding revisions in the report. Finalized the report and emailed an executed copy of same to R. Danter. Receipt and review of the motion record. Arranged to have same posted on the case website.	1.00	\$375.00	\$375.00
Thur	11/05/2020	Receipt, review and approve payables. Receipt and review of an email from M. Kenny regarding outstanding hydro bills. Instructed F. Kanaris to process payment regarding same. Telephone discussion with M. Kenny regarding same. Review of the bills paid to date and compare same with the outstanding invoices.	1.20	\$375.00	\$450.00
Mon	11/09/2020	Receipt and review of an email from D. Kennedy regarding the upcoming hearing and the relief sought during same. Receipt and review of the clean and blackline copy of the approval and vesting order.	0.20	\$375.00	\$75.00
Tues	11/10/2020	Send an email to D. Kennedy providing him with the requested information. Further email exchanges regarding additional information requested by RBC.	0.10	\$375.00	\$37.50
Wed	11/11/2020	Receipt, review and approve payables.	0.20	\$375.00	\$75.00
Fri	11/13/2020	Telephone discussion with T. Hogan regarding the court attendance. Attended the court hearing via zoom. Receipt and review of the issued and entered order and the endorsement. Arranged to have same posted to the case website.	0.30	\$375.00	\$112.50

## Filters Used:

- Time Entry Date: 1/01/70 to 3/31/21
- File Client ID: AAUCCL-R to AAUCCL-R
- Time Entry Bill Status: Un-Billed to Un-Billed
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**File Name (ID): Uniform Custom Countertops Ltd. (AAUCCL-R:)**

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Mukul Manchanda (MMA)</b>					
Fri	11/27/2020	Telephone call from Granite Ottawa regarding the receivership.	0.20	\$375.00	\$75.00
Wed	12/02/2020	Receipt and review of the deemed trust claim from CRA.	0.20	\$375.00	\$75.00
Tues	01/12/2021	Review the file and prepare and send an updated estimated realization schedule to D. Kennedy.	0.30	\$375.00	\$112.50
Tues	03/30/2021	Drafted court report.	2.50	\$395.00	\$987.50
Wed	03/31/2021	Telephone discussion with T. Hogan regarding the report. Receipt and review of an email from T. Hogan regarding the report. Email exchanges with D. Kennedy regarding the amounts outstanding to RBC. Prepared Interim R&D. Prepare and assemble appendices to the report. Finalize the report with the exception of fees and costs. Sent an email to T. Hogan containing the appendices.	1.00	\$395.00	\$395.00
<b>Mukul Manchanda (MMA)</b>			<b>8.70</b>		<b>\$3,332.50</b>
<b>Paula Amaral (PAM)</b>					
Tues	12/08/2020	Send fax to CRA to update mailing address for UCC Ltd	0.10	\$250.00	\$25.00
<b>Paula Amaral (PAM)</b>			<b>0.10</b>		<b>\$25.00</b>
<b>Total for File ID AAUCCL-R:</b>			<b>11.30</b>		<b>\$3,940.50</b>
<b>Grand Total:</b>			<b>11.30</b>		<b>\$3,940.50</b>

**This is Exhibit “3” of the Affidavit of  
MUKUL MANCHANDA  
Sworn before me on this 1<sup>st</sup> day of April, 2021**

A handwritten signature in black ink, appearing to be '76' with a horizontal line through the middle.

**A Commissioner, Etc.**

March 31, 2021

**Invoice #:** 12041

Uniform Surfaces Inc.

**Billing Period:** Mar 31, 2021

## Invoice

**RE: Uniform Surfaces Inc.**

**FOR PROFESSIONAL SERVICES RENDERED** for the period November 1, 2020 to March 31, 2021 in connection with our appointment as Court-Appointed Receiver.

	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Philip H. Gennis, LL.B., CIRP, LIT	3.00	\$465.00	\$1,395.00
Mukul Manchanda, CPA, CIRP, LIT	5.70	382.02	2,177.50
Eileen Sturge	0.50	250.00	125.00
Paula Amaral	0.10	250.00	25.00
Others	2.90	177.59	515.00
Total Professional fees	12.20	\$347.34	\$4,237.50
HST			550.88
<b>Total</b>			<b>\$4,788.38</b>

HST Registration #R103478103

**(AAUNSI-R)**

## Filters Used:

- Time Entry Date: 1/01/70 to 3/31/21
- File Client ID: AAUNSI-R to AAUNSI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

## MSGG - Detailed Time Dockets

Printed on: 4/01/21

Page 1 of 2

## File Name (ID): Uniform Surfaces Inc. (AAUNSI-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Eileen Sturge (EST)</b>					
Wed	11/04/2020	Admin on file	0.50	\$250.00	\$125.00
		<b>Eileen Sturge (EST)</b>	<b>0.50</b>		<b>\$125.00</b>
<b>Frieda Kanaris (FKA)</b>					
Mon	11/02/2020	Prepare draft interim notice of Receiver 246(2) and SRD.	0.50	\$250.00	\$125.00
Tues	12/08/2020	Emails re cancellation of insurance, complete form and email back.	0.40	\$250.00	\$100.00
		<b>Frieda Kanaris (FKA)</b>	<b>0.90</b>		<b>\$225.00</b>
<b>Haran Sivanathan (HSI)</b>					
Mon	11/30/2020	General	0.90	\$150.00	\$135.00
Fri	12/11/2020	General	0.70	\$150.00	\$105.00
		<b>Haran Sivanathan (HSI)</b>	<b>1.60</b>		<b>\$240.00</b>
<b>Inga Friptuleac (IFR)</b>					
Mon	11/23/2020	Issue cheque.	0.20	\$125.00	\$25.00
Tues	12/08/2020	Issue cheque	0.20	\$125.00	\$25.00
		<b>Inga Friptuleac (IFR)</b>	<b>0.40</b>		<b>\$50.00</b>
<b>Mukul Manchanda (MMA)</b>					
Wed	11/04/2020	Receipt, review and sign the 246 report along with the R&D. Receipt and review of an email from L. Provost asking for the appendices to the second report of the receiver. Prepare the appendices and confidential appendices including but not limited to, the fee affidavit, SRD, redacted copy of the sale agreement. Receipt and review of the fee affidavit of T. Hogan. Telephone discussion with L. Provost regarding allocation of legal fees. Telephone discussion with R. Danter regarding revisions in the report. Finalized the report and emailed an executed copy of same to R. Danter. Receipt and review of the motion record. Arranged to have same posted on the case website.	1.50	\$375.00	\$562.50
Fri	11/06/2020	Receipt and review of the draft approval and vesting order.	0.20	\$375.00	\$75.00
Mon	11/09/2020	Receipt and review of an email from D. Kennedy regarding the upcoming hearing and the relief sought during same. Receipt and review of the clean and blackline copy of the approval and vesting order.	0.20	\$375.00	\$75.00
Tues	11/10/2020	Send an email to D. Kennedy providing him with the requested information. Further email exchanges regarding additional information requested by RBC.	0.10	\$375.00	\$37.50
Wed	11/11/2020	Receipt and review of the factum from T. Hogan for the upcoming hearing. Email exchanges with T. Hogan regarding the purchase price of the real property.	0.70	\$375.00	\$262.50
Fri	11/13/2020	Telephone discussion with T. Hogan regarding the court attendance. Attended the court hearing via zoom. Receipt and review of the issued and entered order and the endorsement. Arranged to have same posted to the case website.	0.30	\$375.00	\$112.50
Fri	11/27/2020	Email exchanges with I. Friptuleac regarding payment of outstanding property taxes. Receipt, review and approve payable. Receipt and review of an email regarding reclassifying the \$100K received as deposit to proceeds from sale of real property in the GL. Receipt and review of an email from A. Lusak regarding payment of outstanding condo fees. Email exchanges with respect to the HST election.	0.20	\$375.00	\$75.00
Mon	11/30/2020	Receipt, review and approve wire transfer payment.	0.10	\$375.00	\$37.50
Tues	12/01/2020	Receipt, review and approve payable.	0.10	\$375.00	\$37.50

## Filters Used:

- Time Entry Date: 1/01/70 to 3/31/21
- File Client ID: AAUNSI-R to AAUNSI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

## MSGG - Detailed Time Dockets

Printed on: 4/01/21

Page 2 of 2

## File Name (ID): Uniform Surfaces Inc. (AAUNSI-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Mukul Manchanda (MMA)</b>					
Mon	12/07/2020	Review of email exchanges regarding cancellation of the insurance.	0.10	\$375.00	\$37.50
Tues	01/12/2021	Review the file and prepare and send an updated estimated realization schedule to D. Kennedy.	0.20	\$375.00	\$75.00
Tues	03/30/2021	Drafted court report.	1.50	\$395.00	\$592.50
Wed	03/31/2021	Telephone discussion with T. Hogan regarding the report. Receipt and review of an email from T. Hogan regarding the report. Email exchanges with D. Kennedy regarding the amounts outstanding to RBC. Prepared Interim R&D. Prepare and assemble appendices to the report. Finalize the report with the exception of fees and costs. Sent an email to T. Hogan containing the appendices.	0.50	\$395.00	\$197.50
<b>Mukul Manchanda (MMA)</b>			<b>5.70</b>		<b>\$2,177.50</b>
<b>Paula Amaral (PAM)</b>					
Tues	12/08/2020	Send fax to CRA to update mailing address for Uniform Surfaces Inc.	0.10	\$250.00	\$25.00
<b>Paula Amaral (PAM)</b>			<b>0.10</b>		<b>\$25.00</b>
<b>Philip H. Gennis (PGE)</b>					
Fri	11/13/2020	Email exchange with realtor regarding court approval and impending closing; email exchange with Receiver's Counsel.	0.50	\$465.00	\$232.50
Fri	11/20/2020	Receipt and response to email from Counsel regarding closing of transaction for real property.	0.50	\$465.00	\$232.50
Mon	11/23/2020	Receipt and review of closing documents; execution and transmittal of closing documents to Counsel for the Receiver.	1.00	\$465.00	\$465.00
Fri	11/27/2020	Email exchanges with Counsel with respect to the closing of sale transaction; telephone discussion and email exchange with Michael Cassone regarding HST Election issue; confirmation of closing and confirming same with realtor to permit transfer of key; coordinating wire transfers to real estate broker and Counsel for Condo Corp., (to facilitate discharge of condo lien); ensuring delivery of cheque for tax arrears in accordance with undertaking given on closing.	1.00	\$465.00	\$465.00
<b>Philip H. Gennis (PGE)</b>			<b>3.00</b>		<b>\$1,395.00</b>
<b>Total for File ID AAUNSI-R:</b>			<b>12.20</b>		<b>\$4,237.50</b>
<b>Grand Total:</b>			<b>12.20</b>		<b>\$4,237.50</b>

ROYAL BANK OF CANADA

v. UNIFORM CUSTOM COUNTERTOPS INC. et al

Applicant

Respondents

**Court File No. CV-20-00640197-00CL**

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**ONTARIO**  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

Proceeding commenced at TORONTO

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**AFFIDAVIT OF MUKUL MANCHANDA**

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Harrison Pensa <sup>LLP</sup>  
Barristers and Solicitors  
450 Talbot Street, 1<sup>st</sup> Floor  
P.O. Box 3237  
London, Ontario N6A 4K3

**Timothy C. Hogan (LSO #36553S)**  
**Robert Danter (LSO #69806O)**

Tel: (519) 679-9660

Fax: (519) 667-3362

Email: [thogan@harrisonpensa.com](mailto:thogan@harrisonpensa.com)  
[rdanter@harrisonpensa.com](mailto:rdanter@harrisonpensa.com)

Lawyers for the Receiver,  
msi Spergel inc.



## APPENDIX 8

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**ROYAL BANK OF CANADA**

Applicant

- and -

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA**

Respondents

**AFFIDAVIT OF THOMAS MASTERSON  
(Sworn April 1, 2021)**

I, **THOMAS MASTERSON**, of the City of London, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a solicitor qualified to practice law in the Province of Ontario and I am a lawyer with Harrison Pensa <sup>LLP</sup>, who acts as counsel for msi Spergel inc., in its capacity as Court-Appointed Receiver of the Respondents, Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., and Uniform Surfaces Inc. in the within proceeding and as such I have knowledge of the matters to which I hereinafter depose except for those matters based expressly upon information and belief.
2. Attached hereto and marked as Exhibit "A" is a summary of the time incurred by professionals at Harrison Pensa <sup>LLP</sup>, the hourly rate and fees associated with such and disbursements for the period of October 30, 2020 to December 15, 2020.
3. Attached hereto and marked as Exhibit "B" are particulars of time spent by professionals at Harrison Pensa <sup>LLP</sup> in connection with this matter for the period of October 30, 2020 to December 15, 2020 and an account statement detailing the services provided dated December 18, 2020.

4. Attached hereto and marked as Exhibit “C” is a summary of the time incurred by professionals at Harrison Pensa <sup>LLP</sup>, the hourly rate and fees associated with such and disbursements for the period of December 15, 2020 to March 16, 2021.
5. Attached hereto and marked as Exhibit “D” are particulars of time spent by professionals at Harrison Pensa <sup>LLP</sup> in connection with this matter for the period of December 15, 2020 to March 16, 2021 and an account statement detailing the services provided dated March 17, 2021.
6. Attached hereto and marked as Exhibit “E” is a summary of the time incurred by professionals at Harrison Pensa <sup>LLP</sup>, the hourly rate and fees associated with such and disbursements for the period of March 17, 2021 to March 31, 2021.
7. Attached hereto and marked as Exhibit “F” are particulars of time spent by professionals at Harrison Pensa <sup>LLP</sup> in connection with this matter for the period of March 17, 2021 to March 31, 2021 and an account statement detailing the services provided dated March 31, 2021.
8. The hourly billing rates set out in the Exhibits are comparable to the hourly rates charged by Harrison Pensa <sup>LLP</sup> for services rendered in relation to similar proceedings.
9. The fees and disbursements of Harrison Pensa <sup>LLP</sup> in this matter to March 16, 2021 are as follows:
  - a. Total Billed Fees and Disbursements from October 30, 2020 to December 15, 2020 - \$12,588.62;
  - b. Total Billed Fees and Disbursements from December 15, 2020 to March 16, 2021 - \$2,774.10;
  - c. Total Billed Fees and Disbursements from March 17, 2021 to March 31, 2021 - \$2,054.34;
  - d. Total - \$17,417.06.
10. The weighted average hourly rate charged by professionals at Harrison Pensa <sup>LLP</sup> is \$270.97.

11. Attached hereto as Exhibit "G" is a chart reflecting the allocation of fees and disbursements of Harrison Pensa <sup>LLP</sup> in relation to each of the Respondents, Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., and Uniform Surfaces Inc.

12. I make this Affidavit in support of among other things, approval of fees and disbursements of the counsel for the Receiver.

**SWORN BEFORE ME** at the City  
of London, in the Province of  
Ontario this 1<sup>st</sup> day of  
April, 2021

  
A Commissioner, etc.

LSO # P13252

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\_\_\_\_\_  
THOMAS MASTERSON

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**ROYAL BANK OF CANADA**

Applicant

- and -

**UNIFORM CUSTOM COUNTERTOPS INC., UNIFORM CUSTOM  
COUNTERTOPS LTD., UNIFORM SURFACES INC., MILOS BEZOUSKA  
AND KAREN BEZOUSKA**

Respondents

EXHIBITS

TABS "A" TO "G" ARE THE  
EXHIBITS TO THE AFFIDAVIT OF  
THOMAS MASTERSON  
SWORN THIS 1<sup>st</sup> DAY OF APRIL, 2021



A Commissioner for taking Affidavits

LSO # P13252

EXHIBIT A

(From October 30, 2020 to December 15, 2020)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
<b>Partners</b>	Timothy C. Hogan	1995	6.60	\$450.00	\$2,970.00
	Michael Cassone	2002	3.70	\$415.00	\$1,535.50
<b>Associates</b>	Robert Danter	2016	15.10	\$250.00	\$3,775.00
<b>Clerks</b>	Lindsay Ferguson		7.10	\$165.00	\$1,171.50
	Kelsey Evanitski		5.70	\$125.00	\$712.50
<b>Students</b>	Joshua Murray		1.30	\$100.00	\$130.00
<b>TOTAL FEES</b>					<b>\$10,294.50</b>
<b>HST ON FEES</b>					<b>\$1,338.29</b>
<b>TOTAL TAXABLE DISBURSEMENTS</b>					<b>\$562.68</b>
<b>TOTAL NON TAXABLE DISBURSEMENTS</b>					<b>\$320.00</b>
<b>HST DISBURSEMENTS</b>					<b>\$73.15</b>
<b>TOTAL FEES, DISBURSEMENTS AND HST</b>					<b>\$12,588.62</b>

## EXHIBIT B



HARRISON PENSA

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

msi Spergel Inc.  
505 Consumers Rd., Suite 200  
Toronto, ON  
M2J 4V8

December 18, 2020  
Invoice #: 210015  
Account #: 210015-181641

File #: 181641/Timothy C. Hogan  
RE: Uniform Custom Countertops Inc.

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TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
30-Oct-20	E-mail from client, call with client	.40	\$180.00	TCH
2-Nov-20	Call with receiver	.20	\$90.00	TCH
2-Nov-20	Call with receiver	.20	\$50.00	RDA
2-Nov-20	Draft/revise notice of motion	1.30	\$325.00	RDA
3-Nov-20	Revise notice of motion, draft order	2.30	\$575.00	RDA
3-Nov-20	Draft fee affidavit	1.60	\$400.00	RDA
3-Nov-20	Revise AVO, ancillary order	1.30	\$325.00	RDA
3-Nov-20	Review report	.50	\$125.00	RDA
3-Nov-20	E-mail to BDC counsel	.20	\$90.00	TCH
3-Nov-20	Review fee affidavit	.20	\$90.00	TCH
3-Nov-20	To prepare motion materials for serving and filing;	.80	\$132.00	LFE
3-Nov-20	Call with client	.20	\$90.00	TCH
3-Nov-20	Review/revise Second Report	1.00	\$450.00	TCH
3-Nov-20	E-mail and call with client	.40	\$180.00	TCH
3-Nov-20	E-mail to Vaughan landlord	.40	\$180.00	TCH
4-Nov-20	Finalize motion record, notice, orders, report. Review all appendices and confidential appendices.	4.30	\$1,075.00	RDA
4-Nov-20	To e-mail correspondence with Mukul; To prepare motion materials for serving and filing; To phone call with Mukul; To edit Fee Affidavit; To draft confidential appendices report;	2.80	\$462.00	LFE



DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
4-Nov-20	Review revise notice of motion	.40	\$180.00	TCH
4-Nov-20	Finalize report, calls with client	.40	\$180.00	TCH
5-Nov-20	To update service list; To draft Affidavit of Service; To prepare motion materials for filing; To upload materials to sync; To file materials with court; To e-mail correspondence with counsel; To e-mail correspondence with court; To e-mail correspondence with judge;	1.10	\$181.50	LFE
5-Nov-20	Review of title search with conveyancer. Draft and edit of schedules for order.	.50	\$207.50	MEC
6-Nov-20	To edit orders; To e-mail correspondence with service list;	.20	\$33.00	LFE
9-Nov-20	To review materials for hearing;	.10	\$16.50	LFE
9-Nov-20	Email to purchaser counsel with orders, information re closing	.30	\$75.00	RDA
9-Nov-20	Revise orders	.20	\$50.00	RDA
10-Nov-20	Draft factum	.50	\$125.00	RDA
11-Nov-20	Draft/revise factum	2.20	\$550.00	RDA
11-Nov-20	Finalize factum	.40	\$100.00	RDA
11-Nov-20	To edit factum;	.90	\$148.50	LFE
11-Nov-20	Collecting and highlighting cases for factum	1.30	\$130.00	jmu
11-Nov-20	Review/revise record and factum, prepare for motion	1.00	\$450.00	TCH
12-Nov-20	Call from Cartier	.20	\$90.00	TCH
12-Nov-20	To file factum and AOS with court;	.10	\$16.50	LFE
12-Nov-20	To file factum and affidavit of service with court; To upload materials to sync; To draft counsel slip;	.20	\$33.00	LFE
13-Nov-20	To prepare materials for hearing; To e-mail correspondence with service list;	.80	\$132.00	LFE
13-Nov-20	To edit counsel slip;	.10	\$16.50	LFE
13-Nov-20	E-mail to RBC counsel	.20	\$90.00	TCH
13-Nov-20	Call with receiver	.20	\$90.00	TCH
13-Nov-20	Prepare for motion, call with client, speak to motion	.80	\$360.00	TCH
13-Nov-20	E-mail from court	.20	\$90.00	TCH
16-Nov-20	Email from counsel for the purchaser. Review of APS. Email to counsel for the purchaser.	.30	\$124.50	MEC
18-Nov-20	Email from and to counsel for the purchaser.	.10	\$41.50	MEC
18-Nov-20	Call from counsel for the borrower.	.20	\$83.00	MEC
18-Nov-20	Draft and edit of closing documentation.	1.20	\$498.00	MEC

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
18-Nov-20	E-mail to client	.20	\$90.00	TCH
18-Nov-20	Arrange for preparation of Application for Vesting Order.	.10	\$12.50	KWE
18-Nov-20	Draft and edit correspondence to counsel. Draft and edit sale documents.	1.00	\$125.00	KWE
18-Nov-20	Email to client.	.10	\$12.50	KWE
19-Nov-20	Email to counsel re: management company.	.10	\$12.50	KWE
20-Nov-20	Email to Receiver.	.10	\$12.50	KWE
20-Nov-20	Email to counsel re: condo arrears.	.10	\$12.50	KWE
23-Nov-20	Draft and edit sale documents. Draft email to counsel.	.40	\$50.00	KWE
23-Nov-20	Email to receiver with documents for execution.	.10	\$12.50	KWE
23-Nov-20	Draft and edit final read requests.	.30	\$37.50	KWE
23-Nov-20	Email to condo manager.	.10	\$12.50	KWE
23-Nov-20	Email to counsel.	.10	\$12.50	KWE
23-Nov-20	Telephone call to tax department.	.30	\$37.50	KWE
23-Nov-20	Emails to counsel and to client.	.20	\$25.00	KWE
24-Nov-20	Email exchanges with counsel.	.20	\$25.00	KWE
24-Nov-20	Email to counsel re: undertaking.	.10	\$12.50	KWE
24-Nov-20	Email to counsel re: outstanding documents.	.20	\$25.00	KWE
26-Nov-20	Call from counsel for the purchaser.	.10	\$41.50	MEC
27-Nov-20	Receipt and review of closing docs.	.30	\$124.50	MEC
27-Nov-20	Review of drafts prepared by counsel for the purchaser	.20	\$83.00	MEC
27-Nov-20	Attend to closing. Call from client. Correspondence to client.	.80	\$332.00	MEC
27-Nov-20	Review purchaser's documents. Identify outstanding items.	.30	\$37.50	KWE
27-Nov-20	Email to counsel.	.10	\$12.50	KWE
27-Nov-20	Draft and edit undertaking re: tax rebate. Emails to counsel.	.30	\$37.50	KWE
27-Nov-20	Email to client re: closing.	.10	\$12.50	KWE
27-Nov-20	Attend to closing.	.30	\$37.50	KWE
1-Dec-20	Email to counsel enclosing proof of tax payment.	.10	\$12.50	KWE
2-Dec-20	Draft and edit correspondence to court filing Receiver's Certificate	.20	\$25.00	KWE
8-Dec-20	Initiate wire transfer.	.10	\$12.50	KWE
10-Dec-20	Email to client enclosing wire confirmation.	.10	\$12.50	KWE

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
15-Dec-20	Email to counsel.	.10	\$12.50	KWE
15-Dec-20	Draft and edit final report to receiver.	.50	\$62.50	KWE

Total Fees:	\$	10,294.50	
Plus GST:		0.00	
Plus HST:		<u>1,338.29</u>	
<b>Total Fees (INCL TAX)</b>			<b>\$ <u>11,632.79</u></b>

**FEE SUMMARY:**

LAWYER	HOURS	RATE	AMOUNT
Michael Cassone	3.70	\$415.00	\$1,535.50
Timothy C. Hogan	6.60	\$450.00	\$2,970.00
Danter Rob	15.10	\$250.00	\$3,775.00
Lindsay Ferguson	7.10	\$165.00	\$1,171.50
Kelsey Evanitski	5.70	\$125.00	\$712.50
Joshua Murray	1.30	\$100.00	\$130.00

**NON-TAXABLE DISBURSEMENTS**

File Motion Record	\$320.00
<b>Total Non-Taxable Disbursements:</b>	<b><u>320.00</u></b>

**TAXABLE DISBURSEMENTS**

Cyberbahn - PPSA	28.64	
Teranet Search	100.95	
Teranet Writs	45.60	
Bank Charges-Wires,CertChqs,StopPyts,Drafts	15.00	
Courier	56.99	
B&W Photocopies/Printing	40.50	
Title Services	120.00	
Closing Services	40.00	
Document Preparation	65.00	
Title Services	50.00	
<b>Total Taxable Disbursements:</b>	<b>\$ 562.68</b>	
<b>Plus GST:</b>	<b>0.00</b>	
<b>Plus HST:</b>	<b><u>73.15</u></b>	
<b>Total Disbursements (INCL TAX)</b>		<b>\$ <u>955.83</u></b>

<b>TOTAL DUE &amp; OWING</b>	<b>\$ <u>12,588.62</u></b>
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**THIS IS OUR ACCOUNT HEREIN**

**HARRISON PENZA LLP**

Per: \_\_\_\_\_

Timothy C. Hogan

E. & O.E.

**Harrison Pensa LLP is a registered payee with most Canadian banks.  
Payment can be made online through your bank's website or mobile app.**

GST / HST REGISTRATION NO: R867630543

Interest of 0.5% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

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**TERMS: DUE UPON RECEIPT  
Cheque, Mastercard and VISA also accepted.**

Please make cheque payable to:  
**HARRISON PENSA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3**

EXHIBIT C

(From December 15, 2020 to March 16, 2021)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
<b>Partners</b>	Timothy C. Hogan	1995	2.60	\$450.00	\$1,170.00
	Michael Cassone	2002	0.50	\$415.00	\$207.50
<b>Associates</b>	Thomas Masterson	2019	1.20	\$200.00	\$240.00
<b>Clerks</b>	Lindsay Ferguson		2.60	\$165.00	\$429.00
	Kelsey Evanitski		0.10	\$125.00	\$12.50
<b>TOTAL FEES</b>					<b>\$2,059.00</b>
<b>HST ON FEES</b>					<b>\$267.67</b>
<b>TOTAL TAXABLE DISBURSEMENTS</b>					<b>\$193.30</b>
<b>TOTAL NON TAXABLE DISBURSEMENTS</b>					<b>\$229.00</b>
<b>HST DISBURSEMENTS</b>					<b>\$25.13</b>
<b>TOTAL FEES, DISBURSEMENTS AND HST</b>					<b>\$2,774.10</b>

## EXHIBIT D



# HARRISON PENSA

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

msi Spiegel inc.

March 17, 2021  
Invoice #: 212265  
Account #: 212265-181641

File #: 181641/Timothy C. Hogan  
RE: Uniform Custom Countertops Inc.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
15-Dec-20	Draft and edit of closing report.	.50	\$207.50	MEC
16-Dec-20	Email to client.	.10	\$12.50	KWE
17-Dec-20	To review fee affidavit;	.20	\$33.00	LFE
13-Jan-21	E-mail from and to client, review status of file	.40	\$180.00	TCH
26-Jan-21	E-mails with client	.40	\$180.00	TCH
9-Feb-21	Review Cartier claim, e-mail to client	.20	\$90.00	TCH
10-Feb-21	Call with Receiver	.40	\$180.00	TCH
10-Feb-21	To draft Statement of Claim	1.00	\$200.00	THM
11-Feb-21	Revise claim	.40	\$180.00	TCH
22-Feb-21	To prepare Court form to issue claim	.20	\$40.00	THM
24-Feb-21	To issue Statement of Claim;	.20	\$33.00	LFE
4-Mar-21	Call with client	.20	\$90.00	TCH
4-Mar-21	To review issued Statement of Claim;	.20	\$33.00	LFE
8-Mar-21	E-mail to court	.20	\$90.00	TCH
8-Mar-21	To arrangements for zoom hearing;	.20	\$33.00	LFE
8-Mar-21	To e-mail correspondence with court;	.20	\$33.00	LFE
8-Mar-21	E-mail to client	.20	\$90.00	TCH
15-Mar-21	E-mail to counsel for Tanner	.20	\$90.00	TCH
15-Mar-21	To e-mail correspondence with process server; To update file re Affidavit of Service; To e-mail correspondence with client;	.20	\$33.00	LFE
16-Mar-21	To draft Notice of Motion;	1.40	<b>\$231.00</b>	<b>LFE</b>

Total Fees:	\$	2,059.00	
Plus GST:		0.00	
Plus HST:		<u>267.67</u>	
<b>Total Fees (INCL TAX)</b>			<b>\$ <u>2,326.67</u></b>

**FEE SUMMARY:**

LAWYER	HOURS	RATE	AMOUNT
Michael Cassone	.50	\$415.00	\$207.50
Timothy C. Hogan	2.60	\$450.00	\$1,170.00
Thomas Masterson	1.20	\$200.00	\$240.00
Lindsay Ferguson	2.60	\$165.00	\$429.00
Kelsey Evanitski	.10	\$125.00	\$12.50

**NON-TAXABLE DISBURSEMENTS**

Issue Statement of Claim	\$229.00
<b>Total Non-Taxable Disbursements:</b>	<b>229.00</b>

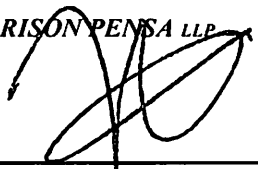
**TAXABLE DISBURSEMENTS**

Civil Trans. Levy Surcharge	100.00	
B&W Photocopies/Printing	10.50	
Service of Documents	82.80	
<b>Total Taxable Disbursements:</b>	<b>\$ 193.30</b>	
Plus GST:	0.00	
Plus HST:	<u>25.13</u>	
<b>Total Disbursements (INCL TAX)</b>		<b>\$ <u>447.43</u></b>

<b>TOTAL DUE &amp; OWING</b>	<b>\$ <u><u>2,774.10</u></u></b>
------------------------------	----------------------------------

THIS IS OUR ACCOUNT HEREIN

HARRISON PENSE LLP

Per:   
 Timothy C. Hogan

E. &amp; O.E.



EXHIBIT E

(From March 17, 2021 to March 31, 2021)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
<b>Partners</b>	Timothy C. Hogan	1995	2.80	\$450.00	\$1,260.00
<b>Associates</b>	Thomas Masterson	2019	1.80	\$200.00	\$360.00
<b>Clerks</b>	Lindsay Ferguson		1.20	\$165.00	\$198.00
<b>TOTAL FEES</b>					<b>\$1,818.00</b>
<b>HST ON FEES</b>					<b>\$236.34</b>
<b>TOTAL TAXABLE DISBURSEMENTS</b>					-
<b>TOTAL NON TAXABLE DISBURSEMENTS</b>					-
<b>HST DISBURSEMENTS</b>					-
<b>TOTAL FEES, DISBURSEMENTS AND HST</b>					<b>\$2,054.34</b>

## EXHIBIT F



HARRISON PENSA

450 Talbot Street  
P.O. Box 3237  
LONDON ON N6A 4K3

Telephone: (519) 679 9660  
Facsimile: (519) 667 3362

msi Spegel inc.

March 31, 2021  
Invoice #: \*\*\*\*\*  
Account #: \*\*\*\*\*-181641

File #: 181641/Timothy C. Hogan  
RE: Uniform Custom Countertops Inc.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
17-Mar-21	To draft Notice of Motion;	1.20	\$198.00	LFE
23-Mar-21	E-mail with counsel for Cartier	.40	\$180.00	TCH
30-Mar-21	Review motion record	.40	\$180.00	TCH
31-Mar-21	To draft Order	.80	\$160.00	THM
31-Mar-21	Review/revise report and motion record	2.00	\$900.00	TCH
31-Mar-21	To revise Notice of Motion	1.00	\$200.00	THM

Total Fees:	\$	1,818.00	
Plus GST:		0.00	
Plus HST:		236.34	
<b>Total Fees (INCL TAX)</b>			<b>\$ 2,054.34</b>

**FEE SUMMARY:**

LAWYER	HOURS	RATE	AMOUNT
Timothy C. Hogan	2.80	\$450.00	\$1,260.00
Thomas Masterson	1.80	\$200.00	\$360.00
Lindsay Ferguson	1.20	\$165.00	\$198.00

**TOTAL DUE & OWING** **\$ 2,054.34**

**THIS IS OUR ACCOUNT HEREIN**

**HARRISON PENSA LLP**

Per: \_\_\_\_\_  
Timothy C. Hogan

E. & O.E.

EXHIBIT G

ALLOCATION OF FEES AND DISBURSEMENTS

	Uniform Custom Countertops Inc.	Uniform Custom Countertops Ltd.	Uniform Surfaces Inc.	Total
Account dated December 18, 2020	-	-	\$12,588.62	<b>\$12,588.62</b>
Account dated March 17, 2021	\$2,542.10	-	\$232.00	<b>\$2,774.10</b>
Account dated March 31, 2021	\$1,232.60	\$403.73	\$418.01	<b>\$2,054.34</b>
<b>Total</b>	<b>\$3,774.70</b>	<b>\$403.73</b>	<b>\$13,238.63</b>	<b>\$17,417.06</b>

ROYAL BANK OF CANADA

v. UNIFORM CUSTOM COUNTERTOPS INC. et al

Applicant

Respondents

**Court File No. CV-20-00640197-00CL**

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**ONTARIO**  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

Proceeding commenced at TORONTO

---

**AFFIDAVIT OF THOMAS MASTERSON**

---

Harrison Pensa <sup>LLP</sup>  
Barristers and Solicitors  
450 Talbot Street, 1<sup>st</sup> Floor  
P.O. Box 3237  
London, Ontario N6A 4K3

**Timothy C. Hogan (LSO #36553S)**  
**Robert Danter (LSO #69806O)**

Tel: (519) 679-9660

Fax: (519) 667-3362

Email: [thogan@harrisonpensa.com](mailto:thogan@harrisonpensa.com)  
[rdanter@harrisonpensa.com](mailto:rdanter@harrisonpensa.com)

Lawyers for the Receiver,  
msi Spengel inc.

## APPENDIX 9

District of	Ontario
Division	09-Toronto
Court No.	CV-20-00640197-00CL

**In the Matter of the Receivership of  
Uniform Custom Countertops Inc.**

Receiver's Interim Statement of Receipts and Disbursements  
as at March 31, 2021

	<b>Total</b>
<b>RECEIPTS</b>	
Cash in bank	53,437.59
Accounts receivable	755,146.24
Interest	0.93
Sale of assets	395,555.00
	<hr/>
<b>TOTAL RECEIPTS</b>	1,204,139.76
	<hr/>
<b>DISBURSEMENTS</b>	
Fees paid to the Official Receiver	70.00
Ascend licensing fees	275.00
HST paid on disbursements	24,974.26
HST paid on legal fees	6,483.69
Appraisal fees	1,500.00
Receiver's fees and costs	113,697.50
Newspaper ad - sale of assets	377.60
Insurance	9,198.52
PPSA and other searches	118.01
Bank charges	808.14
Mail redirection	585.00
Legal fees and disbursements	50,761.71
Travel / Mileage	1,582.80
Change of locks	1,230.00
Utilities	26,542.72
Computer services	10,034.27
Occupation rent	144,839.34
HST on Receiver's fees	14,780.68
Waste disposal	10,000.00
Independent contractor	2,598.75
	<hr/>
<b>TOTAL DISBURSEMENTS</b>	420,457.99
	<hr/>
<b>Net Receipts over Disbursements</b>	\$ 783,681.77
	<hr/> <hr/>

E&OE

District of            Ontario  
Division            09-Toronto  
Court No.            CV-20-00640197-00CL

**In the Matter of the Receivership of  
Uniform Surfaces Inc.**

Receiver's Interim Statement of Receipts and Disbursements  
as at March 31, 2021

	<b>Total</b>
<b>RECEIPTS</b>	
Cash in bank	679.22
Sale of assets	<u>100,539.10</u>
<b>TOTAL RECEIPTS</b>	<u>101,218.32</u>
 <b>DISBURSEMENTS</b>	
Fees paid to the Official Receiver	70.00
Ascend license fees	275.00
HST paid on disbursements	685.75
Receiver's fees and costs	13,498.50
Bank charges	166.00
Appraisal fees	4,595.00
Commission	5,000.00
Property taxes	8,610.98
HST on Receiver's fees	1,754.81
Condo fees	5,843.07
Other miscellaneous disbursements	195.00
	<u>                    </u>
<b>TOTAL DISBURSEMENTS</b>	<u>40,694.11</u>
 <b>Net Receipts over Disbursements</b>	<u><u>\$     60,524.21</u></u>

E&OE



District of	Ontario
Division	09-Toronto
Court No.	CV-20-00640197-00CL

**In the Matter of the Receivership of  
Uniform Custom Countertops Ltd.**

Receiver's Interim Statement of Receipts and Disbursements  
as at March 31, 2021

	<b>Total</b>
<b>RECEIPTS</b>	
Cash in bank	71,402.97
Accounts receivable	201,463.85
HST collected	3,242.78
Interest	0.20
	<hr/>
<b>TOTAL RECEIPTS</b>	276,109.80
	<hr/>
<b>DISBURSEMENTS</b>	
Fees paid to the Official Receiver	70.00
Ascend licensing fees	275.00
HST paid on disbursements	9,970.32
Appraisal fees	1,500.00
Receiver's fees and costs	31,567.50
Newspaper ad - sale of assets	377.60
Bank charges	651.36
Mail redirection	167.50
Travel / Mileage	460.90
Change of locks	574.00
Site inspection	4,515.00
Utilities	2,045.51
Occupation rent	43,300.98
HST on Receiver's fees	4,103.78
	<hr/>
<b>TOTAL DISBURSEMENTS</b>	99,579.45
	<hr/>
<b>Net Receipts over Disbursements</b>	\$ 176,530.35
	<hr/> <hr/>

E&OE

## APPENDIX 10

Canada Revenue Agency  
Agence du revenu du CanadaToronto Centre Tax Services Office  
1 Front St. W, Toronto ON M5J 2X6**Fax Cover Sheet /****Page couverture – transmission par télécopieur****From / De:** Daniela Pesikan  
INSOLVENCY OFFICER**Fax / Télécopie:** (416) 954-6411**Phone / Téléphone:** (905) 516-0763**To / À:CC** MSI SPERGEL INC**Phone / Téléphone:** 416-498-4314**Fax / Télécopie:** 416-494-7199**Date:** December 1, 2020**Pages sent / Pages envoyées:** 3  
(Including Cover / Incluant page couverture)**Re:** Uniform Custom Countertops Inc  
Estate Number: 31-458975

Thank you for your cooperation with regards to this matter.

This fax may be privileged and/or confidential. The sender does not waive any related rights and obligations. Any distribution, use or copying of this fax or the information it contains by other than an intended recipient is unauthorized. If you received this in error, please advise immediately.

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**Canada**

Canada Revenue  
AgencyAgence du revenu  
du CanadaTax Centre  
Toronto ON M5J 2X6

December 01, 2020

Account Number  
87261 9895 RP0001MSI SPERGEL INC.  
200 - 505 CONSUMERS RD  
NORTH YORK ON M2J 4V8

Dear Sir or Madam:

Subject: UNIFORM CUSTOM COUNTERTOPS INC  
Account number: 87261 9895 RP0001

We were told that you have been appointed as receiver for the above-named. There is a debt owed to the Canada Revenue Agency for source deductions amounting to \$38,643.05 for income tax and Canada Pension Plan (CPP) contributions, as well as employment insurance (EI) premiums.

Details of the debt are as follows:

Tax deductions:	\$19,395.08
CPP:	\$13,068.00
EI:	\$ 5,893.97
Penalties and interest:	\$ 286.00
Total:	\$38,643.05

Further to the Income Tax Act, the Canada Pension Plan, and the Employment Insurance Act, the following amounts, which are included in the above totals, are trust funds and form no part of the property, business, or estate of UNIFORM CUSTOM COUNTERTOPS INC in receivership.

Federal income tax:	\$14,473.97
Provincial income tax:	\$ 4,921.11
CPP employee part:	\$ 6,534.00
EI employee part:	\$ 2,455.82
Total:	\$28,384.90

Payment for the total amount of this trust, namely \$28,384.90, must be made to the Receiver General for Canada out of the realization of any property that is subject to these statutory trusts in priority to all other creditors.

.../2

**Canada**National Insolvency Office  
1 Front Street West  
2nd Floor Suite 100  
Toronto ON M5J 2X6Local: 905-516-0763  
Fax: 416-954-6411  
Web site: canada.ca/taxes

- 2 -

Acct No: 87261 9895 RP0001

Please let us know when payment of this trust amount and the remaining balance of \$10,258.15 will be made.

This letter also serves as notice that should payment be made for any amount described in subsection 153(1) of the Income Tax Act for periods before or after your appointment, you must withhold tax deductions and remit payments in accordance with that subsection and sections 101 and 108 of the Income Tax Regulations.

Also, see section 5 of the Employment Insurance Act and section 8 of the Canada Pension Plan Regulations.

For more information or clarification, please call me at (905) 516-0763.

Yours truly,



*Pm* D. Pesikan (1213)  
Collections Officer-Insolvency



Canada Revenue Agency  
Agence du revenu  
du Canada

London-Windsor Tax Services Office

451 Talbot Street, London ON N6A 5E5

## Fax Cover Sheet /

### Page couverture – transmission par télécopieur

From / De: Kamila Figaszewska  
INSOLVENCY OFFICER

Fax / Télécopie: (905) 570-8247

Phone / Téléphone: 416-997-1102 Cell

To / À:CC MSI SPERGEL INC  
LICENSED INSOLVENCY TRUSTEE

Phone / Téléphone: (416)497-1660

Fax / Télécopie: (416)494-7199

Date: March 25, 2021

Pages sent / Pages envoyées: 6

(Including Cover / Incluant page couverture)

Attn: Frieda Kanaris

Re: UNIFORM CUSTOM COUNTERTOPS INC

Estate Number: 31-2650228

Please see the attached amended Proof of Claim dated March 25, 2021

Should you have any questions, please contact Daniela Pesikan at (905)516-0763

Thank you for your cooperation with regards to this matter.

This fax may be privileged and/or confidential. The sender does not waive any related rights and obligations. Any distribution, use or copying of this fax or the information it contains by other than an intended recipient is unauthorized. If you received this in error, please advise immediately.

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Canada Revenue Agency  
Agence du revenu  
du Canada

Tax Centre  
Toronto ON M5J 2X6

March 25, 2021

UNIFORM CUSTOM COUNTERTOPS INC  
C/O MSI SPERGEL INC  
200 - 505 CONSUMERS RD  
NORTH YORK ON M2J 4V8

Account Number  
87261 9895 RT0001

Dear Sir or Madam:

Re: UNIFORM CUSTOM COUNTERTOPS INC  
of the City of Concord  
in the Province of Ontario  
Date of the bankruptcy: June 1, 2020

Please find enclosed our amended claim and supporting schedule in the above-noted insolvency event for the amount of \$650,974.07.

Issue dividend payment directly to the Receiver General quoting the account number shown on the schedule.

Please send individual, corporate and payroll dividend payments to:

Canada Revenue Agency  
PO BOX 3800 STN A  
Sudbury ON P3A 0C3

Please send goods and services tax/harmonized sales tax (GST/HST) remittances, including dividend payments to the applicable tax centre (shown on your client's GST/HST return).

If you need more information about this claim, such as a more detailed breakdown of the debt, please contact the undersigned at one of the telephone numbers provided in this letter.

Yours truly,

Kamila Figaszewska  
Collections Officer-Insolvency

Enclosure(s)

**Canada**

National Insolvency Office  
1 Front Street West  
2nd Floor Suite 100  
Toronto ON M5J 2X6

Local : 905-516-0763  
Fax : 416-954-6411  
Web site : [canada.ca/taxes](http://canada.ca/taxes)

ATTACHMENT PAGE 1

Account Number

87261 9895 RT0001

Proof of Claim (Form 31)  
(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8),  
81.4(8), 102(2), 124(2), 128(1), and paragraphs 51(1)(e)  
and 66.14(b) of the Act)

Send all notices or correspondence regarding this claim to the  
following address:

Canada Revenue Agency  
Shawinigan National Verification and Collection Centre  
Insolvency Intake Centre  
Collections Directorate  
4695 Shawinigan-Sud Blvd.  
Shawinigan QC G9P 5H9

Attention: Kamila Figaszewska

In the matter of the bankruptcy of UNIFORM CUSTOM COUNTERTOPS INC  
of the City of Concord in the Province of Ontario, and the claim  
of Her Majesty the Queen in Right of Canada as represented by the  
Minister of National Revenue, creditor.

I, Kamila Figaszewska, of the City of Hamilton in the Province of  
Ontario, do hereby certify:

1. That I am a resource officer/complex case officer of the Canada  
Revenue Agency.

2. That I have knowledge of all the circumstances connected with  
the claim referred to below.

3. That the debtor was, at the date of the bankruptcy namely the  
1st day of June, 2020, and still is, indebted to the creditor in  
the sum of \$650,974.07, as specified in the statement of account  
attached and marked Schedule "A", after deducting any  
counterclaims to which the debtor is entitled.

4. (X) UNSECURED CLAIM of \$622,589.17. That in respect of this  
debt, I do not hold any assets of the debtor as security.

(X) PROPERTY CLAIM of \$28,384.90.

That property holding a value equal to the debt enumerated in the  
Schedule "A" was in possession of the debtor and still remains in  
the possession of the debtor and (or) the trustee. The claimant  
hereby claims an interest in all assets of the debtor up to the  
value of the property claim shown. The claimant is entitled to  
demand from the trustee the return of the property.



ATTACHMENT PAGE 2

Account Number

87261 9895 RT0001

5. That, to the best of my knowledge, the above-named creditor is not related to the debtor within the meaning of section 4 of the Act, and has not dealt with the debtor in a non-arm's length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to the debtor within the three months immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act.

\*\*\*\* NIL \*\*\*\*

Sworn before me at the City of Hamilton in the Province of Ontario, on this 25th day of March, 2021.

.....  
Commissioner of Oaths.....  
Signature of Claimant

Gordon Arthur Tebbutt,  
a Commissioner, etc., Province of  
Ontario, for the Government of  
Canada, Canada Revenue Agency.  
Expires April 24, 2021.

ATTACHMENT PAGE 3

Account Number

87261 9895 RT0001

## Schedule "A"

Name: UNIFORM CUSTOM COUNTERTOPS INC

## Unsecured claim

## Income Tax Act

Account number: 872619895RC0001

Assessed period(s): 2017

Principal: \$ 0.00

Penalty and interest: \$158.49

Total: \$158.49

## Income Tax Act

(relating to payroll deductions for non deemed trust)

Account number: 872619895RP0001

Assessed period(s): 2020

Principal: \$ 9,972.15

Penalty and interest: \$ 286.00

Total: \$10,258.15

## Excise Tax Act

Account number: 872619895RT0001

Assessed period(s):

November 30, 2018-March 31, 2019, May 31, 2019-June 30, 2019,  
September 30, 2019, January 31, 2020-April 30, 2020 and  
June 1, 2020

Principal: \$594,496.10

Penalty and interest: \$ 17,676.43

Total: \$612,172.53

Total Unsecured claim \$622,589.17

## Property claim

## Income Tax Act

(relating to payroll deductions for deemed trust)

Account number: 872619895RP0001

Assessed period(s): 2020

Principal: \$28,384.90

Total: \$28,384.90

ATTACHMENT PAGE 4

Account Number

87261 9895 RT0001

Total Property claim \$28,384.90

Sworn before me at the City of Hamilton in the province of  
Ontario, on this 25th day of March, 2021.



.....  
Commissioner of Oaths



.....  
Signature of Claimant

Gordon Arthur Tebbutt,  
a Commissioner, etc., Province of  
Ontario, for the Government of  
Canada, Canada Revenue Agency.  
Expires April 24, 2021.

## APPENDIX 11

Frederick

MAR 4 / 2021

AA4001-R

00022526

MSI SPERGEL INC  
505 CONSUMERS ROAD SUITE 200  
NORTH YORK,ON M2J 4V8

Please retain this portion  
Veuillez s.v.p. conserver cette partie

PAYMENT OFFICE / BUREAU DE PAIEMENT  
Trustee Cheque Processing ESDC  
PO Box 3344, Stn Bureau-Chef  
Matane QC G4W 0K6

STATEMENT OF ACCOUNT(S) / RELEVÉ DE COMPTE(S)

Name Nom	Client ID Id. du client	Statement Date Date du relevé	Due Date Date d'échéance	Minimum Payment Paiement minimum
MSI SPERGEL INC	31-458975YY	FEB 20 2021	MAR 13 2021	7,389.00

Summary of Accounts / Sommaire des comptes:

Previous Balance Solde précédent	Establishments Établissements	Payments Paiements	Adjustments Ajustements	Interest Intérêt	New Balance Nouveau solde
WAGE EARNER PROTECTION PROGRAM SPRI					
48,617.11	0.00	0.00	0.00	0.00	48,617.11
WAGE EARNER PROTECTION PROGRAM UNSC					
197,670.08	0.00	0.00	0.00	0.00	197,670.08

Previous Balance Solde précédent	Establishments Établissements	Payments Paiements	Adjustments Ajustements	Interest Intérêt	Total Balance Solde total
246,287.19	0.00	0.00	0.00	0.00	246,287.19

PLEASE SEE REVERSE FOR FURTHER DETAILS / S.V.P. VOIR AU VERSO POUR DE PLUS AMPLES RENSEIGNEMENTS



00022526

Client ID Id. du client	Total Balance Solde total	Statement Date Date du relevé	Due Date Date d'échéance	Minimum Payment Paiement minimum
31-458975YY	246,287.19	FEB 20 2021	MAR 13 2021	7,389.00

MSI SPERGEL INC  
505 CONSUMERS ROAD SUITE 200  
NORTH YORK,ON M2J 4V8

Select only one program to direct your payment  
Choisissez seulement un programme afin d'orienter votre paiement

☐ SPRI  
☐ UNSC

## APPENDIX 12

## Lindsay Provost

---

**From:** Tim Hogan <thogan@harrisonpensa.com>  
**Sent:** Monday, June 22, 2020 2:56 PM  
**To:** tim@fedylaw.com  
**Cc:** Mukul Manchanda  
**Subject:** RE: Tanner - Receivership of Uniform Custom Countertops Ltd. [IWOV-HPMain.FID492199]  
**Attachments:** UCC Inc. Lease Docs.pdf

Tim,

I am following on this matter, and the discussion that we had on June 15.

I am attaching the documents that have been provided by your client, that are relied on to claim an interest in the assets set out in the attached Lease Agreement.

The Lease Agreement purports to see title to the assets transfer to Tanner, and also includes a promissory note from the "Lessees" and a guaranty.

At the time of this Lease Agreement and the transfer of title documentation, these borrowers were indebted to Royal Bank of Canada and Royal Bank of Canada was the holder of an attached and perfected General Security interest under the Personal Property Security Act.

We have requested from RBC any waiver that may have been provided to Tanner from RBC and we are advised that no such waiver has been located or recorded by RBC.

In an e-mail to the Receiver, your client advised Tanner's position to be *"RBC's GSA did not included our equipment in Nepean in that the equipment has remained under 3rd party finance from the original purchase date and subsequently was never released as an asset for RBC to claim an interest in."* The Receiver has reviewed this statement with the borrowers, and the evidence available to the Receiver is that the equipment at issue was not leased from any other third party, and had been owned by UCCI for some time.

On our review of your client's position and at this stage, we can advise that it appears that:

1. Tanner's claim against these assets does not meet the requirements to be deemed a "PMSI" under the PPSA, and as such will not have priority over RBC's prior ranking position
2. the transfer of title by UCCI to Tanner, would be subject to RBC's continuing security interest, and there is no RBC waiver available

As we last discussed, we are asking that you review the attached documents, confirm that we are not missing any documents, and confirm your client's evidence and position as to how it holds these assets in a priority position to RBC's security interest. The Receiver will then review same.

Your client has acknowledged to the Receiver that it is aware that the Receiver is incurring costs in occupying the Ottawa plant to store this equipment, and the Receiver is commencing a sales process to sell same.

The sale proceed monies will stand in stead of the assets, and will not be distributed without further court Order.

We look forward to hearing from you.

Thank-you.

**Tim Hogan** | [HARRISON PENSEA LLP](#) | 450 Talbot St., London, Ontario N6A 5J6 | *tel*/ 519-661-6743 | *fax* 519-667-3362  
| [thogan@harrisonpensa.com](mailto:thogan@harrisonpensa.com)

Assistant | Cathy Coleiro | *tel*/ 519-850-5568 | [ccoleiro@harrisonpensa.com](mailto:ccoleiro@harrisonpensa.com)

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**From:** Tim Hogan [<mailto:thogan@harrisonpensa.com>]  
**Sent:** Friday, June 12, 2020 1:37 PM  
**To:** [tim@fedylaw.com](mailto:tim@fedylaw.com)  
**Cc:** Mukul Manchanda <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)>  
**Subject:** Tanner - Receivership of Uniform Custom Countertops Ltd. [IWOV-HPMain.FID492199]

Hi Tim, we are counsel for the receiver in this matter.

Are you available for a call on this Monday from 12 to 2:30 or after 3:30?

Let me know and thanks.

**Tim Hogan** | [HARRISON PENSEA LLP](#) | 450 Talbot St., London, Ontario N6A 5J6 | *tel*/ 519-661-6743 | *fax* 519-667-3362  
| [thogan@harrisonpensa.com](mailto:thogan@harrisonpensa.com)

Assistant | Cathy Coleiro | *tel*/ 519-850-5568 | [ccoleiro@harrisonpensa.com](mailto:ccoleiro@harrisonpensa.com)

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**From:** Tim Fedy <[tim@fedylaw.com](mailto:tim@fedylaw.com)>  
**Sent:** June 12, 2020 8:32 AM  
**To:** Mukul Manchanda <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)>  
**Cc:** 'Mike Brown' <[mikebrown@tannerlease.com](mailto:mikebrown@tannerlease.com)>  
**Subject:** Receivership of Uniform Custom Countertops Ltd.

msi Spergel inc.  
505 Consumers Rd, Suite 200  
Toronto, ON. M2J 4V8

Att'n: Mukul Manchanda

Dear Sir:

I have reviewed the security documents provided to me by my client Tanner Financial Services Inc. on the issue of ownership rights of the equipment it has by a lease contract with the Debtor.



Based on these documents and should this not be resolved to its satisfaction, our client is prepared to challenge the validity of the security and the right to sell the equipment being claimed under the G.S.A.

TIMOTHY J. FEDY B.A., LL.B.

Barrister, Solicitor, Notary

92 Erb Street East

Waterloo, ON N2J 1L9

Tel: [519-804-3339](tel:519-804-3339) Fax: [519-725-2000](tel:519-725-2000)

[tim@fedylaw.com](mailto:tim@fedylaw.com)

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**LESSOR:**

TANNER FINANCIAL SERVICES INC.  
23-500 Fairway Rd. S., Suite 182  
Kitchener, ON. N2C 1X3.  
Tel: (519) 893-9451  
Fax: (519) 893-3123

**LEASE AGREEMENT**

**LESSEE:** UNIFORM CUSTOM COUNTERTOPS INC. ET.AL **O/A:**

**LEASE No. 181130MB**

**ADDRESS:** 289 COURTLAND AVENUE **CITY:** CONCORD **PROV.** ONTARIO **P/CODE:** L4K 4W9  
**CONTACT 1:** MILOS BEZOUSKA **TITLE:** PRESIDENT **TEL No.** 905 761 3323 **EMAIL:** milos@uniformcustom.com  
**CONTACT 2:** **TITLE:** **TEL No.** **EMAIL:**

**LOCATION OF EQUIPMENT:** OTTAWA FACILITY – 61 AURIGA DRIVE, UNIT B, OTTAWA, ON. K2E 8B2.

**VENDOR CONTACT:** SALE/LEASEBACK AGREEMENT

**LANDLORD:** 61 AURIGA (NEPEAN) LTD. **CONTACT:** CARMINE GIAMBERARDINO

QTY.	EQUIPMENT DESCRIPTION:	SERIAL NUMBER
ONE	2005 BIMATECH TECHNISTONE 4000 CNC MACHINE	GG1400-0274
ONE	2004 BIMATECH TECHNISTONE 4000 CNC MACHINE	GG1400-0816
ONE	GORBEL JIB CRANE	
ONE	PARK INDUSTRIES YUKON 11 DELUXE DIAMOND SAW	148390
All equipment and accessories as listed on Vendor Invoice No.101 dated 2018-11-22.		
See Attached "Schedule A" Schedule of Payments		

No. OF MONTHS	PAYMENTS WILL BE MADE MONTHLY IN ADVANCE	RENTAL AMOUNT	HST	TOTAL RENTAL PAYMENT
<b>48</b>		<b>\$2,193.00</b>	<b>\$ 285.09</b>	<b>\$2,478.09</b>

**CONTRACT SIGNING AND TERMS AND CONDITIONS OF LEASE:**

LESSEE ACKNOWLEDGES HAVING REVIEWED THE ENTIRE AGREEMENT, WHICH CONSISTS OF THREE (3) PAGES, INCLUDING THE DETAILED TERMS AND CONDITIONS ON THE SECOND PAGE HEREOF. LESSEE FURTHER ACKNOWLEDGES THAT THIS AGREEMENT MAY BE DIGITALLY SCANNED AND TRANSMITTED TO THE LESSOR BY E-MAIL FOLLOWING SIGNING BY THE LESSEE AND THAT ON ACCEPTANCE BY LESSOR OF SUCH SIGNED AGREEMENT IN DIGITAL OR OTHER FORM, SUCH SIGNED AGREEMENT IN THE LESSOR'S POSSESSION SHALL BE DEEMED FOR ALL PURPOSES TO BE AN EXECUTED ORIGINAL.

This lease ("Agreement") shall not become binding upon the Lessor until accepted in writing by the Lessor as evidenced by the signature of a duly authorized officer of Lessor in the space provided below. The undersigned Lessee(s) affirms that he/she is duly authorized to execute this agreement.

**LESSEE:**  
**NAME 1** Milos Bezouska President  
Authorized Signature Print Title

**EXECUTED AS LESSOR:** Tanner Financial Services Inc.,

**LESSEE:**  
**NAME 2** \_\_\_\_\_  
Authorized Signature Print Title

**BY:** [Signature] **DATE:** Nov 30/18

**PRE-AUTHORIZE DEBIT PLAN:**

Lessor (Tanner Financial Services Inc.,) is hereby authorized to periodically draw payments under its Pre-Authorized Debit plan from the Lessee's bank account outlined below whether it continues to be maintained at the branch named or transferred to another branch or bank for the purpose of making payment for the Equipment related to our commercial activities.

**BANK:** \_\_\_\_\_ **BRANCH:** \_\_\_\_\_ **ACCOUNT: #** \_\_\_\_\_  
**NAME 1:** Milos Bezouska President **NAME 2:** \_\_\_\_\_  
Authorized Signature Print Title Authorized Signature Print Title

(Please attach VOID sample cheque from subject account)

**ACCEPTANCE OF EQUIPMENT:**

Customer hereby acknowledges delivery and/or installation of the Equipment under the subject Agreement and confirms that the Equipment has been inspected, is in good operating condition, is totally fit for its intended purpose and is in all respects as represented.

**CUSTOMER LEGAL NAME:** Uniform Custom Countertops Inc.  
**NAME:** Milos Bezouska President Nov 30, 2018  
Authorized Signature Print Title Date

**LEASE AGREEMENT**



**TERMS AND CONDITIONS:** Tanner Financial Services Inc., hereinafter referred to as "Lessor" hereby rents to Lessee and Lessee rents from Lessor the personal property as described and listed in this Agreement the "Equipment" under the terms and conditions set forth herein.

**NON-CANCELLABLE CONTRACT.** This lease contract cannot be cancelled except as expressly provide for herein.

**1. RENTAL.** Lessee shall pay to Lessor on the first day of each payment period of the Contract Term the periodic rental amount by Pre-Authorized Debit for the Equipment set forth herein, in every monthly calendar period commencing in the month in which the Equipment is delivered to Lessee and continuing for the Term. Rent hereunder is payable without abatement.

**2. LOCATION AND USE.** The Equipment shall be located and used at the place designated herein and not elsewhere, without the prior written consent of the Lessor. Lessee shall cause the Equipment to be maintained and operated carefully, in compliance with manufacturer's recommendation and applicable laws and regulations, by competent and duly qualified personnel only, and for business purposes only. The Equipment remains the property of the Lessor for the Contract Term.

**3. WARRANTIES.** Lessee acknowledges that the seller and/or manufacturer of the Equipment and Equipment and its specifications have been selected by the Lessee and that the Lessor has purchased this Equipment at the request of the Lessee for the purpose of the rental thereof to the Lessee under this agreement. No representation or warranty, express or implied, legal, statutory, customary or otherwise is given or made by the Lessor respecting the Equipment including but without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Lessee or as represented by the manufacturer or the seller, or totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to this Lease, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such seller or manufacturer and shall nevertheless unconditionally pay Lessor all rent, and other amounts expressed to be payable hereunder. Lessor hereby assigns to Lessee, Lessee hereby accepting, for and during the applicable lease term, the warranties, if any and if assignable of the manufacturer and/or seller with respect to the Equipment and Lessor agrees upon the prior written request of the Lessee, and at the Lessee's expense, to cooperate reasonably with the Lessee in the enforcement of any such warranties. Lessor expressly warrants and represents to the Lessee that the seller and/or manufacturer of the Equipment has agreed to the assignment by the Lessor to the Lessee of the Warranties, if any, which may pertain to the Equipment.

**4. TAXES: INDEMNITY.** The Lessee shall, at its sole expense, agree to comply with all laws, regulations and orders relating to this Agreement and the Equipment and to pay when due, all license fees, assessments and sales, use, property, excise and other taxes now or hereafter imposed by any federal, provincial or municipal taxing authority upon this Agreement or any Equipment, or the purchase, ownership, delivery, leasing, possession, use, operation, and return thereof. Lessee shall assume the risk of liability arising from or pertaining to the possession, operation or use of such Equipment. Lessee does hereby agree to indemnify, hold safe and harmless from and against and covenants to defend Lessor against any and all claims, costs, expenses, damages and liabilities, arising from or pertaining to the purchase, ownership, delivery, leasing, possession, use, operation, and return of such Equipment (other than income or corporate taxes of the Lessor). The Lessor reserves the right to charge documentation fees for and during the Lease. Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments, shall at Lessor's option become immediately due from Lessee to Lessor. The indemnities contained in this clause shall survive the termination of this Agreement.

**5. ASSIGNMENT.** Lessee agrees not to sell, assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in this Agreement or the Equipment. Lessor may assign its rights hereunder to any other person with full rights as contained in this Agreement.

**6. TITLE.** Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use the Equipment for the full lease term. Lessor may require plates or marking to be affixed to or placed on the Equipment indicating Lessor is the owner and Lessee covenants not to remove, damage or in any way deface such plates or markings. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed personal or moveable property, even though said equipment may hereinafter become attached or affixed to realty.

**7. REPAIRS; LOSS AND DAMAGE.** The Equipment shall be at the risk of Lessee. Lessee, at its own cost and expense, shall keep all Equipment in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required thereof. All such parts, mechanism and devices shall immediately become the property of Lessor and part of the Equipment for all purposes hereof. Lessee may make additions to the Equipment provided that such additions do not impair the value or utility thereof and any such additions shall belong to the Lessor. In the event that any item of Equipment shall become lost, stolen, destroyed or damaged beyond repair for any reason, or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Lessee shall promptly pay to Lessor at the option of the Lessor, an amount equal to (i) the present value of the aggregate of all unpaid amounts and future amounts due hereunder as rental or otherwise to the expiration of the term (calculated by discounting such amounts at 8% per annum) plus (ii) the amount of the then fair market value of the Equipment. Upon such payment Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest, if any, in such item.

**8. LESSEE'S OBLIGATIONS UNCONDITIONAL.** Lessee hereby agrees that the Lessee's obligation to pay all rent and any other amounts owing hereunder shall be absolute and unconditional under all circumstances.

**9. REPUDIATION AND DEFAULT.** If Lessee shall fail to make any rent payment or other payments required hereunder when due and within 20 days or; Lessee attempts to dispose of or encumbers the Equipment, it shall be conclusively presumed and deemed that the Lessee has repudiated this Agreement and the Lessor may accept such repudiation. The occurrence or happening of any one or more of the aforesaid events or the following events shall constitute an event of default:

- Lessee shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder.
- any representation or warranty made by Lessee herein or in any document or certificate furnished by Lessee in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; or
- Lessee shall become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or a receiver shall be appointed for Lessee or for a substantial part of its property, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Lessee and, if instituted against Lessee, shall not be dismissed for a period of 30 days.

In the event of repudiation of this Agreement or upon the happening of an event of default, Lessor may:

- enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking

possession, whether for damage to property or otherwise and may sell, lease or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may deem appropriate and Lessor shall be entitled to retain all sale or rental proceeds.

- in the name of and as the irrevocably appointed agent and attorney for Lessee and without terminating or being deemed to have terminated this Agreement take possession of the Equipment and proceed to sublease the Equipment to any other person, firm or corporation on such terms and conditions, for such rental and for such period of time as Lessor may deem fit and receive such rental and hold the same and apply the same against any monies expressed to be payable from time to time by Lessee hereunder.
- terminate this Agreement and by written notice to Lessee specifying a payment date not earlier than 5 days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, an amount equal to (i) the present value of the aggregate of all unpaid amounts and future amounts due hereunder as rental or otherwise to the expiration of the term calculated by discounting such amounts at 8% per annum, plus (ii) the then fair market value of the Equipment.
- as a late charge, require the payment of interest at the rate of 24% per annum, calculated monthly, on any overdue payment until paid. Except as otherwise expressly provided above, no remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

**10. EXPENSES UPON REPUDIATION OR DEFAULT.** If Lessee repudiates the Agreement or is, in default thereunder Lessee shall be liable for any and all unpaid additional rent due or to become due hereunder and other costs and expenses incurred by reason of the occurrence of any event of default or the exercise of Lessor's remedies in respect thereof, including all costs and expenses incurred in connection with the placing of such Equipment in the condition required by Section 13, and all legal and other costs required to enforce the provisions of this Agreement.

**11. NOTICES.** Any notices and demands required to be given herein shall be given to the parties by electronic mail and by registered mail or courier at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this paragraph.

**12. INSURANCE.** Lessee assumes the entire risk of loss or damage to the Equipment from any cause whatsoever. No loss or damage to the Equipment or any part thereof shall affect or impair the obligations of the Lessee hereunder which shall continue in full force and effect. The Lessee shall obtain, and maintain for the entire term of this Lease Contract, at its own expense, insurance against loss or damage to the Equipment including without limitation, loss by fire, damage and theft, naming the Lessor as sole loss payee. The amount of insurance covering damage to or loss of the Equipment shall not be less than the full replacement value of the Equipment. Proof of insurance as loss payee will be provided to the Lessor prior to funding and must be acceptable to the Lessor. Should the Lessee allow this insurance to lapse regardless of reason, the Lessee will be given 15 days to reinstate the insurance coverage. After 15 days the Lessor will place full replacement value insurance coverage on the Equipment at the Lessee's expense until proof of acceptable insurance is reinstated. The Lessee's expense shall include the full premium cost of the insurance coverage and any cut-off-pocket expenses incurred by the Lessor until proof of insurance is accepted by the Lessor. The Lessee will pay the insurance in equal installments allocated to each lease payment plus interest, not to exceed 2% per month during such delinquency. Lessee further agrees to give Lessor prompt notice of any damage to or loss of, the Equipment, or any part thereof. Lessee will at its expense make all proof of loss and take all other steps necessary to recover insurance benefits, unless advised in writing by Lessor that Lessor desires to do so at Lessee's expense. Proceeds of insurance will be dispersed by Lessor against satisfactory invoices for repair or replacement of Equipment, provided this Lease not then be in default or at the option of Lessor in satisfaction of Lessee's obligations under Section 7. Performance by Lessee under this paragraph will not affect or release Lessee's obligations and liabilities herein elsewhere provided.

**13. RETURN OF EQUIPMENT.** If applicable, upon expiration of the lease term, the Lessee, at its own risk and expense, will immediately return the Equipment to Lessor in the same condition as when delivered, ordinary wear and tear excepted, at such location as Lessor shall designate.

**14. FURTHER ASSURANCES.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. Lessee shall upon request of Lessor deliver Lessee's audited financial statements to Lessor within 120 days of the expiry of each fiscal year of Lessee and unaudited statements to Lessor within 30 days of the expiry of each fiscal quarter.

**15. COLLECTION CHARGES.** Should Lessee fail to pay when due any part of the rent herein reserved or any sum required to be paid to Lessor hereunder, Lessee shall pay to Lessor, in addition thereto, a late charge of seventy dollars (\$70.00) plus applicable taxes for each month or part thereof for which said rent or other sum shall be delinquent together with interest on any and all delinquent payments and amounts in default from date thereof until paid in full at the rate of not more than 2% per month calculated monthly.

**16. CREDIT INVESTIGATION.** The Lessee hereby consents to the Lessor conducting a personal investigation or credit check upon the Lessee subject to applicable legislation.

**17. WAIVER.** The parties hereto agree that this document be written in the English language. Les parties aux présents conviennent à ce que ce document soit rédigé dans la langue anglaise.

**18. MISCELLANEOUS.** Time is of the essence with respect to this Agreement, and no waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or waiver of Lessor's rights. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest at 24% per annum shall be considered as additional rental to be paid by Lessee. This Agreement may not be amended except in writing and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. Any provision of this Agreement which is unenforceable in any jurisdiction shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The provisions of The Limitations of Civil Rights Act (Saskatchewan), Sections 19 and 24 of the Sales of Goods on Conditions Act (British Columbia) and Section 47, 49 and 50 of the Law of Property Act (Alberta) are waived by the Lessee. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof.

**19. THIS AGREEMENT** shall be governed by and construed in accordance with the laws of the Province of Ontario as the same may be in effect from time to time and the Courts of such province shall have jurisdiction over all disputes which may arise under this Agreement, but nothing herein shall prevent the Lessor from proceeding at its election against the Lessee in the Courts of any other province, country or jurisdiction.





## Schedule "A"

This schedule "A" of Payments is attached to and forms part of the Tanner Financial Services Inc. equipment Lease Agreement # **181130MB**, between **UNIFORM CUSTOM COUNTERTOPS INC., 289 COURTLAND AVENUE, CONCORD, ON. L4K 4W9**, as Lessee and **TANNER FINANCIAL SERVICES INC.**, of Kitchener, Ontario, as Lessor.

Number of Payments	Lease Payment	HST	Total
48	\$2,193.00	\$285.09	\$2,478.09

1<sup>st</sup> and last month lease payment +HST is due at time of documentation signing. 46 monthly lease payments remain and 1<sup>st</sup> auto-debit will commence on or about January 03rd, 2019 after execution of this lease agreement and will continue monthly on 3rd of each month until completion of the lease, to a \$100.00 + HST buyout.

LESSEE

UNIFORM CUSTOM COUNTERTOPS INC.

Signed:

Print Name:

Dated:

# Demand Promissory Note



Tanner Financial Services Inc.

Lease No. 181130MB

CDN. \$ 80,000.00

Due: ON DEMAND

FOR VALUE RECEIVED, the undersigned, **UNIFORM CUSTOM COUNTERTOPS INC. ET. AL** (the Lessees), hereby acknowledges itself indebted to **TANNER FINANCIAL SERVICES INC.** (the Lessor) and promises to pay on demand to or to the order of the Lessor at 23-500 Fairway Rd. S., Suite 182, Kitchener, Ontario N2C 1X3 or as otherwise directed in writing by the Lender, the principal sum of Eighty Thousand Dollars (\$80,000.00) in lawful money of Canada.

The Lender may assign all of its right, title and interest in, to and under this promissory note. All payments required to be made hereunder shall be made by the Borrower without any right of set-off or counterclaim.

SIGNED:

PRINT:

TITLE:

SIGNED:

PRINT:

TITLE:

DATED:

Nov 30/18

# Guaranty



Tanner Financial Services Inc.

Lease No. 181130MB

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned party ("Guarantor") unconditionally guarantees to Lessor or its Assignee the full and prompt performance by Customer under the subject Agreement referenced above, all of the obligations of Customer with respect to the subject Agreement and agrees to indemnify Lessor or its Assignee against any loss that may occur resulting from the failure by Customer to perform such obligations. Guarantor agrees that it shall not be necessary, as a condition to enforce this Guaranty, that any notices, actions, rights or remedies against Customer be first exhausted, it being understood and agreed that Guarantor is jointly and severally obligated with Customer for the due and complete performance of Customer's obligations under the subject Agreement. Guarantor's liability hereunder shall be primary, direct and in all respects unconditional and shall be binding upon its respective successors and assigns, and shall not be released unless specifically agreed to in writing by a duly authorized representative of the Lessor or its Assignee.

Separate from and in addition to Guarantor's obligations above, should Customer be in default of the subject Agreement, Lessor may at its sole discretion, appoint Guarantor as the primary Customer for the unexpired term thereunder in the same manner as if Guarantor was originally named Customer therein, and Guarantor hereby accepts such appointment.

**GUARANTOR(S)** (Legal Name)

**MILOS BEZOUSKA**

The undersigned affirms that he/she is duly authorized to execute this Guaranty

BY: 

DATE:

Nov 30/18



## GUARANTEE

WHEREAS the undersigned has a substantial, beneficial interest in the Debtor(s),  
AND WHEREAS **UNIFORM CUSTOM COUNTERTOPS INC.**, (hereinafter called the "Debtor" has entered into a Lease Agreement No. 181130MB (hereinafter called the "Agreement") with Tanner Financial Services Inc. (hereinafter referred to as the "Creditor"),  
AND WHEREAS as a condition of entering into the Agreement with the Debtor, the Creditor has required that the undersigned personally and unconditionally guarantee the performance of all covenants and the payment of all amounts owing by the Debtor to the Creditor thereunder in accordance with the provisions thereof.

To: **TANNER FINANCIAL SERVICES INC.**

For good and valuable consideration, the receipt of which is acknowledged, the undersigned (hereinafter called the "Guarantor"), unconditionally guarantees to the Creditor and its successors and assigns, the full and prompt performance

By: **UNIFORM CUSTOM COUNTERTOPS LTD.**

of all obligations which Debtor presently or hereinafter may have to Creditor, and payment when due of all sums presently or hereafter owing by Debtor to Creditor arising in accordance with the terms of the Capitalized Agreement, or whether arising by lease, promissory note or other evidence of indebtedness or otherwise and whether secured or unsecured.

The Guarantor agrees that it shall not be necessary, as a condition to enforce this Guarantee, that suit be first instituted against Debtor or that any rights or remedies against Debtor be first exhausted, it being understood and agreed that Guarantor is jointly and severally obliged with Debtor for the due and complete performance of Debtor's obligations to Creditor as principle Debtor and not merely as a Guarantor or surety and that the liability of the Guarantor hereunder shall be primary, direct, and in all respects unconditional. If the Debtor should commit any Act of Default under the Agreement, or any other security held by the Creditor, the Creditor may, at its option, either require the Guarantor to pay all amounts owing consequent upon said Act of Default or permit the Guarantor to assume all Debtor's obligations to the Creditor under the said Agreement, in which latter case the Creditor will execute and deliver such assumption and novation instrument respecting the Agreement (containing an indemnity of the Guarantor in favour of the Creditor against all loan, damage and expenses resulting from such Act of Default as Creditor may reasonably require.

This shall be a continuing guarantee and indemnity and, irrespective of the lack of any notice to or consent of the Guarantor, its obligations hereunder shall not be impaired in any manner whatsoever by

- (a) any new Agreements or obligations of Debtor with or to Creditor, amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreement or obligations of Debtor or third parties with or to Creditor or extensions of credit by Creditor to Debtor; or
- (b) any indulgence, waivers, adjustments, compromises or releases of any obligations of Debtor, Guarantor, or other parties, or exchanges, releases or sales of any security of Debtor, Guarantor or other parties; or
- (c) the invalidity or unenforceability, for any reason, or any instrument or writing, or acts of commission or omission by Creditor or Debtors or
- (d) any and all guarantees previously granted by Guarantor for Debtor.

As additional security for the performance by the undersigned of his obligations under this Guarantee, the undersigned hereby undertakes and agrees to provide to this Creditor prior to any advances of funds or equipment to the Debtor under the Agreement, a collateral mortgage (in form and substance satisfactory to the Creditor) in an amount not exceed;

**\$N/A**

The undersigned represents and confirms that he is the registered owner of such property, subject only to existing encumbrances accrued against such property which do not exceed **\$N/A** the aggregate, and that any such encumbrances are in good standing as of the date hereof. Failure by the undersigned to provide the collateral mortgage in accordance with the terms above may render the Agreement null and void at the option of the Creditor.

This Guarantee is in addition to, and not in substitution for, any guarantees previously granted by the Guarantor for Debtor.

Guarantor hereby waives notice of Creditors acceptance hereof and of default or non-payment by Debtor or any third party.

Guarantor also waives presentment, protest and demand and all benefits and rights to which Guarantor otherwise might be entitled, including all benefits of discussion and division, and agrees to postpone all rights of subrogation until satisfaction in full of all its obligations under this Guarantee.

The obligations hereunder of the Guarantor shall be binding upon its respective successors, assigns, and legal representatives. The release from liability of any other Guarantor shall not relieve the undersigned Guarantor from liability hereunder.

The Guarantor shall reimburse Creditor on demand, for all expenses incurred by its (including, without limitation, legal costs on a solicitor and its own client basis) in the enforcement or attempted enforcement of all of its rights hereunder, which rights shall be determined in accordance with the laws applicable to the Agreement.

The Guarantor waives the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof.

The parties hereby acknowledge that they have required this Guarantee and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English Language only.

This Guarantee is governed by the laws of the Province of Ontario.

All terms used herein with initial capitals are defined terms having the same meaning as in the Agreement.

Where more than one Guarantor executes this Guarantee, their obligations hereunder shall be joint and several.

The Creditor and its successors and assigns may, without notice to the Guarantor, assign or transfer any of the Debtor's obligations to the Creditor under the Agreements or otherwise end any of the Creditor's rights and remedies under this Guarantee.

IN WITNESS WHEREOF, Guarantor has duly signed, sealed and delivered this Guarantee

This 30th day of Nov, 2018.

**UNIFORM CUSTOM COUNTERTOPS LTD.**

Guarantor

Signature of Milos Bezouska

Title

Address

Witness (please print)



## SALE/LEASEBACK ASSIGNMENT AGREEMENT

**BETWEEN:** **UNIFORM CUSTOM COUNTERTOPS INC.**  
(hereinafter referred to as "the seller")

-and-

**TANNER FINANCIAL SERVICES INC.**  
(hereinafter referred to as "the purchaser")

**THIS CONSTITUTES A PART OF THE ENTIRE AGREEMENT**, entered into between UNIFORM CUSTOM COUNTERTOPS INC., 289 COURTLAND AVENUE, CONCORD, ON. L4K 4W9, (hereinafter referred to as the seller) and TANNER FINANCIAL SERVICES INC., (hereinafter referred to as the purchaser).

The Seller acknowledges that they are entering into a sale/leaseback transaction with the purchaser for food waste and recycling equipment listed below.

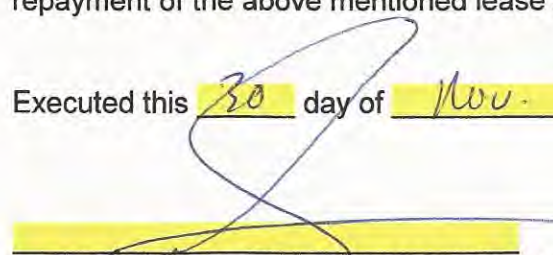
The seller further acknowledges that the equipment listed below has been paid for in full by the seller and that there are no liens, security interests or other encumbrances on the equipment. The seller will provide the purchaser with proof of initial purchase and further acknowledges and understands that all rights, interests in and title to the equipment listed below will be assigned to the purchaser until such a time that TANNER FINANCIAL SERVICES lease agreement no. 181130MB has been paid in full by the seller.

Equipment:

ONE	2005 BIMATECH TECHNISTONE 4000 CNC MACHINE	GG1400-0274
ONE	2004 BIMATECH TECHNISTONE 4000 CNC MACHINE	GG1400-0816
ONE	GORBEL JIB CRANE	
ONE	PARK INDUSTRIES YUKON 11 DELUXE DIAMOND SAW	148390

The Seller understands and acknowledges that Tanner Financial Services Inc. has purchased the aforementioned equipment from the seller for the sole purpose of leasing the equipment back to the seller as outlined in lease agreement no. 181130MB. UNIFORM CUSTOM COUNTERTOPS INC. (the seller) will automatically re-acquire title to the equipment after repayment of the above mentioned lease agreement.

Executed this 30 day of Nov., 2018.

  
UNIFORM CUSTOM COUNTERTOPS INC..  
(the seller)

  
TANNER FINANCIAL SERVICES INC..  
(the purchaser)



**Uniform**  
CUSTOM COUNTERTOPS LTD.

# INVOICE

DATE: 2018-11-22  
INVOICE #: 101  
Customer ID : TANNER

**BILL TO**

Tanner Financial Services Inc.  
23-500 Fairway Road, Suite 182  
Kitchener, Ontario  
N2C 1X3

**PAYMENT TERMS**

Net 30 Days

DESCRIPTION	AMOUNT
1 2005 - Bimatech Technistone 4000 CNC Machine GG1400-0247	\$ 80,000.00
1 2004 -Bimatech Technistone 4000 CNC Machine – srl # GG1400-0186	
1 Gorbelt JIB Crane –	
1 Park Industries Yukon 11 Deluxe Diamond Saw SRL # 148390	
	\$80,000.00
SUBTOTAL	\$80,000.00
HST #872619895RT 0001	\$10,400.00
TOTAL DUE	\$90,400.00

Make all checks payable to :

Uniform Custom Countertops Ltd.

61 Auriga Dr. Unit B, Ottawa, Ontario, K2E 8B2

Phone 613-225-6262 Fax 613-225-6275



## APPENDIX 13



**Timothy C. Hogan**  
Direct Line: (519)-661-6743  
thogan@harrisonpensa.com

Assistant: Cathy Coleiro  
Direct Line: (519) 850-5568  
ccoleiro@harrisonpensa.com

May 7, 2020

Via E-Mail – [mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)

msi Spergel Inc.  
Licensed Insolvency Trustees  
505 Consumers Road, Suite 200  
North York, M2J 4V8

Attention: Mukul Manchanda

Dear Sir:

**Re: Uniform Custom Countertops Inc. (“UCCI”), Uniform Custom Countertops Ltd. (“UCCL”), and Uniform Surfaces Inc. (“Surfaces”) (collectively, the “Debtors”)  
Our File No. 181641**

This will confirm your instructions for us to review and provide an opinion to msi Spergel Inc., in its capacity as Court appointed Receiver of the Debtors, regarding the security provided by the Debtors to Royal Bank of Canada (the “**Bank**”).

In preparing this opinion, we have reviewed the following documentation:

1. A *Personal Property Security Act* (“**PPSA**”) search as against each of the Debtors current to May 4, 2020;
2. A corporate profile of each of the Debtors;
3. Affidavit of David R. Kennedy, sworn April 29, 2020 in Ontario Superior Court of Justice (Commercial List) (the “**Court**”) File No. CV-20-00640197-00CL, and all exhibits to same (the “**Application**”);
4. Order of the Court in the Application dated May 4, 2020 (the “**Appointment Order**”);
5. General Security Agreement from UCCI dated March 21, 2016 (the “**UCCI GSA**”);
6. General Security Agreement from UCCL dated March 21, 2016 (the “**UCCL GSA**”);

HARRISON PENSA LLP  
Lawyers

7. General Security Agreement from Surfaces dated March 21, 2016 (the “**Surfaces GSA**”);  
(5-7, collectively, the “**GSA’s**”)
8. Collateral Charge/Mortgage from Surfaces, in the principal sum of \$238,000, receipted as instrument no. YR2484093 on June 8, 2016 (the “**Keele Mortgage**”) over real property municipally known as Unit 368, 7250 Keele Street, Vaughan, Ontario (the “**Keele Property**”), and legally described as:
  - a. UNIT 368, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN (PIN 29842-0368 LT)
9. Assignment of Rents dated June 6, 2016 and receipted as instrument no. YR2484093 on June 8, 2016 over the Keele Property (the “**Keele Rent Assignment**”)

**A. Assumptions and Qualifications**

The comments and opinions hereafter expressed are subject to the assumptions and qualifications detailed at Schedule “A” to this letter.

**B. The Debtors**

UCCI

UCCI was incorporated pursuant the laws of Ontario on November 24, 1997, with its registered office located in Toronto, Ontario.

UCCI was known as Uniform Custom Design Inc. from the date of incorporation to December 1, 1997, when it changed to its current name.

UCCL

UCCL was incorporated pursuant the laws of Ontario on May 4, 2007, with its registered office located in Toronto, Ontario.

Surfaces

Surfaces was incorporated pursuant the laws of Ontario on March 7, 2011, with its registered office located in Concord, Ontario.

**C. The Personal Property Security**

**The UCCI GSA**

We have reviewed the UCCI GSA. The UCCI GSA is enforceable on its face, attachment having occurred pursuant to the provisions of the PPSA on the date of execution by UCCI and the advance of funds by the Bank to UCCI, and/or the advance of funds by the Bank to UCCL, as guaranteed by UCCI.

The GSA grants a continuing security interest in all of UCCI's present and after acquired personal property and undertaking including without limitation, Inventory, Equipment, Accounts and Debts, and Intellectual Property (all as defined therein), and all intangibles.

We have completed a certified PPSA search current to May 4, 2020 as against UCCI and we note the following registrations:

<b>DATE (FILE NUMBER)</b>	<b>SECURED CREDITOR</b>	<b>COLLATERAL</b>	<b>NOTES</b>
<b>2016/03/08 (714609567)</b>	<b>Royal Bank of Canada</b>	<b>Inventory, Equipment, Accounts, Other, Motor Vehicle</b>	
<b>2016/04/06 (715428954)</b>	<b>Royal Bank of Canada</b>	<b>Inventory, Equipment, Accounts, Other</b>	<b>As per Master Lease Agreement dated April 6, 2016 together with all inventory and equipment now or hereafter acquired by the debtor and financed by the secured party together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds 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, instruments, intangibles, documents of title, securities, and rights of insurance payments or</b>

			<b>any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral.</b>
2016/07/26 (718975422)	SCI Lease Corp	Goods, Equipment, Other, Motor Vehicle	2016 Jeep Grand Cherokee VIN: 1C4RJFCG7GC413915 Amount: \$59,002
2016/11/25 (722813409)	Humberview Group Leasing Inc.	Goods, Motor Vehicle	2016 Land Rover Range Rover VIN: SALGV2EF0GA303611 Amount: \$209,660
2016/12/02 (723038382)	Humberview Group Leasing Inc.	Goods, Motor Vehicle	2017 Land Rover Discovery Sport VIN: SALCT2BG3HH645080 Amount: \$88156
2017/06/23 (729077499)	Humberview Group Leasing Inc.	Goods, Motor Vehicle	2017 Chevrolet Silverado VIN: 1GC1KUEG5HF192911 Amount: \$54,182
<b>2018/01/17 (735757677)</b>	<b>Royal Bank of Canada</b>	<b>Equipment, Other, Motor Vehicle</b>	<b>Goldschmidt LCR 7233 M-O/V VIN: 8560</b>  <b>Goldschmidt Straight Horizontal Edge Polishing Machine, model # LCR 7233 M-O/V with all attachments (S/N 8560) Together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds 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, 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 collateral.</b>
2018/01/26 (735986349)	Business Development	Inventory, Equipment,	2018/01/26 – Renewal 6 years

	Bank of Canada	Accounts, Other	
2018/09/18 (743878161)	Humberview Group Leasing Inc.	Goods, Motor Vehicle	2018 Ford Transit Connect VIN: NM0LS3F70J1380924 Amount: \$35,941
2018/12/04 (746499645)	Tanner Financial Services Inc.	Equipment	Amount: \$80,000
<b>2018/12/19 (746986005)</b>	<b>Royal Bank of Canada</b>	<b>Equipment, Other</b>	<b>Intermac Vacuum Pump 1.2KW with S/N – P6366P0111, pumps/spindle/ battery/electrical upgrades/industrial spraying room/glass polishing line as per Leasing schedule 201000039649 Together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds 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, 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 collateral.</b>
2019/01/02 (747234738)	CWB National Leasing Inc.	Equipment	All air compressor, bridge system, computer software of every nature or kind described in Agreement number 2908310, between Easylease Corp., as original secured party and the debtor, which agreement was assigned by the original secured party to the secured party, as amended from time to time, together with all attachments, accessories and substitutions.
2019/04/11 (750061854)	Humberview Group Leasing	Goods, Motor Vehicle	2019 Jeep Wrangler Unlimited VIN: 1C4HJXEG1KW589879

	Inc.		Amount: \$55,995
2019/05/17 (751347711)	Humberview Group Leasing Inc.	Goods, Motor Vehicle	2018 Jeep Wrangler Unlimited VIN: 1C4NJWEG3JL902012 Amount: \$48,875
2020/01/27 (759612483)	Royal Bank of Canada	Equipment, Other, Motor Vehicle	<p>2019 Dal Prete VIN: 12119  2019 Magic Waterfall XADCT-300  VIN: XA2019MW601  2019 Magic Waterfall XADCT-300  VIN: XA2019MW602  2019 Magicworx  VIN: XA2019NWDT01  2019 Magicworx  VIN: XA2019NWDT02</p> <p>Equipment as further described  under Lease Contract #  201000048664. Equipment  description 2019 Dal Prete Mini  Compact Premium Water  Clarification Unit C/W accessories,  (2) new Magic Waterfall 6M model  #XADC-600 Dust Collector  equipment, model XADCT-300/  ZADCT-300 C/W Dust Table and  accessories, S/NO 121-19 /  XA2019MW601 / XA2019MW602 /  XA2019NWDT01 / XA2019NWDT02  Together with all attachments,  accessories, accessions,  replacements, substitutions,  additions and improvements  thereto, and all proceeds in any  form derived directly or indirectly  from any dealing with the  collateral or proceeds 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, instruments, intangibles,  documents of title, securities, and  rights of insurance payments or  any other payments as indemnity</p>

			<b>or compensation for loss or damage to the collateral or proceeds of the collateral.</b>
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The UCCI GSA is perfected by the above noted registration under the PPSA dated March 8, 2016 in favour of the Bank.

#### The UCCL GSA

We have reviewed the UCCL GSA. The UCCL GSA is enforceable on its face, attachment having occurred pursuant to the provisions of the PPSA on the date of execution by UCCL and the advance of funds by the Bank to UCCL, and/or the advance of funds by the Bank to UCCI, as guaranteed by UCCL.

The UCCL GSA grants a continuing security interest in all of UCCL's present and after acquired personal property and undertaking including without limitation, Inventory, Equipment, Accounts and Debts, and Intellectual Property (all as defined therein), and all intangibles.

We have completed a certified PPSA search current to May 4, 2020 as against UCCL and we note the following registrations:

<b>DATE (FILE NUMBER)</b>	<b>SECURED CREDITOR</b>	<b>COLLATERAL</b>	<b>NOTES</b>
<b>2016/03/08 (714611502)</b>	<b>Royal Bank of Canada</b>	<b>Inventory, Equipment, Accounts, Other, Motor Vehicle</b>	
2016/06/08 (717471594)	Hyundai Capital Lease Inc.  Hyundai Motor Finance	Goods, Other, Motor Vehicle	2016 Hyundai Accent VIN: KMECT5AE1GU276343 Amount: \$21,339  Together with all attachments accessories accessions replacements substitutions additions and improvements thereto and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral.
2018/01/26 (735986421)	Business Development	Inventory, Equipment,	2018/01/26 – Renewal 6 years



	Bank of Canada	Accounts, Other	
2018/12/04 (746499645)	Tanner Financial Services Inc.	Equipment	Amount: \$80,000
2019/01/02 (747234738)	CWB National Leasing Inc.	Equipment	All air compressor, bridge system, computer software of every nature or kind described in Agreement number 2908310, between Easylease Corp., as original secured party and the debtor, which agreement was assigned by the original secured party to the secured party, as amended from time to time, together with all attachments, accessories and substitutions.
2019/07/12 (753316218)	Toyota Industries Commercial Finance Canada, Inc.	Equipment, Other	Material handling equipment together with all parts, attachments, accessories, additions, batteries, chargers, repair parts, and other equipment placed on or forming part of the goods described herein with any proceeds thereof and therefrom including, without limitation, all goods, securities, instruments, documents of title, chattel paper and intangibles (as defined in the Personal Property Security Act)

The UCCL GSA is perfected by the above noted registration under the PPSA dated March 8, 2016 in favour of the Bank.

#### The Surfaces GSA

We have reviewed the Surfaces GSA. The Surfaces GSA is enforceable on its face, attachment having occurred pursuant to the provisions of the PPSA on the date of execution by Surfaces and the advance of funds by the Bank to UCCI and/or UCCL, each as guaranteed by Surfaces.

The Surfaces GSA grants a continuing security interest in all of Surfaces' present and after acquired personal property and undertaking including without limitation, Inventory, Equipment, Accounts and Debts, and Intellectual Property (all as defined therein), and all intangibles.

We have completed a certified PPSA search current to May 4, 2020 as against Surfaces and we note the following registrations:

DATE (FILE NUMBER)	SECURED CREDITOR	COLLATERAL	NOTES
2016/03/08 (714614094)	Royal Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle	
2016/05/30 (717080814)	Royal Bank of Canada	Accounts, Other	General Assignment of Rents on 7250 Keele Street, Unit 368, Vaughan, Ontario
2018/01/26 (735986385)	Business Development Bank of Canada	Inventory, Equipment, Accounts, Other	Renewed 2018/01/26 (6 years)
2019/01/02 (747234738)	CWB National Leasing Inc.	Equipment	All Air compressor, bridge system, computer software of every nature or kind described in agreement number 2908310, between easylease corp., as original secured party and the debtor, which agreement was assigned by the original secured party to the secured party, as amended from time to time, together with all attachments, accessories, and substitutions.

The Surfaces GSA and the Keele Rent Assignment are each perfected by the above noted registration under the PPSA dated March 8, 2016 in favour of the Bank.

#### **D. The Real Property Security**

Surfaces has provided the following charge/mortgage, and other real property security, to the Bank:

- a. The Keele Mortgage; and,
- b. The Keele Rent Assignment.

Pursuant to the charge terms, the Keele Mortgage is collateral security for all obligations, debts and liabilities, present or future, direct or indirect owing by Surfaces to the Bank.

We have completed a sub-search on the Keele Property current to May 5, 2020 which provides as follows:

DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
1973/01/29	Notice			

1983/02/16	Transfer Easement			Her Majesty the Queen in Right of Ontario as Represented by the Minister of the Environment
2000/03/27	Notice		Her Majesty the Queen in Right of the Department of Transport Canada	
2001/10/19	APL (General)		Ontario Clean Water Agency	The Regional Municipality of York
2013/03/07	Transfer Easement	\$2	Improve Inc.	The Regional Municipality of York
2013/03/11	Notice		The Regional Municipality of York	
2015/01/26	Plan Reference			
2015/01/26	APL Absolute Title		Improve Inc.	
2016/03/22	Notice		The Corporation of the City of Vaughan	Improve Inc.
2016/05/02	Standard Condo PIn			
2016/05/02	Condo Declaration		Improve Inc.	
2016/05/31	Condo Bylaw/98		York Region Standard Condominium Corporation No. 1311	
2016/05/31	Condo Bylaw/98		York Region Standard Condominium Corporation No. 1311	
2016/05/31	Apl Annex Rest Cov		Improve Inc.	
2016/06/03	Condo Declaration		York Region Standard Condominium Corporation No. 1311	
2016/06/08	Transfer	\$340,000	Improve Inc.	Uniform Surfaces Inc.
2016/06/08	<b>Charge</b>	<b>\$238,000</b>	<b>Uniform Surfaces Inc.</b>	<b>Royal Bank of Canada</b>
2016/06/08	<b>No Assgn Rent Gen</b>		<b>Uniform Surfaces Inc.</b>	<b>Royal Bank of Canada</b>
2017/12/13	Condo Bylaw/98		York Region Standard Condominium Corporation No. 1311	

On our review of the above summarized sub-search we conclude that the Keele Mortgage is a first in time registered charge as against title to the Keele Property in favour of the Bank.

The priority of the Keele Mortgage is further subject to any unregistered interest, deemed trust, statutory created priorities and charges (including realty tax arrears) under the Appointing Order.

The Keele Rent Assignment is valid on its face, assigns and transfers all rents reserved and payable to Surfaces under any leases in relation to the Keele Property to the Bank.

**E. Summary**

In summary, and subject to the foregoing, we can provide the following opinion subject to the below noted Assumptions and Qualifications:

1. The GSA's are attached, perfected and enforceable as against the respective Debtors, and create a valid and registered security interest granted by the respective Debtors to the Bank.
2. The Keele Mortgage is a first in time registered charge on title to the Keele Property, and creates an enforceable first in priority charge as against the Keele Property.
3. The Keele Rent Assignment is registered on title to the Keele Property and is enforceable on its face as against Surfaces. The assignment interest therein has also been perfected by way of registration under the PPSA.
4. The GSA's, the Keele Mortgage, and the Keele Rent Assignment are each subject to the charges under the Appointment Order and any statutory deemed trust that may stand in priority to same.

Yours truly,

HARRISON PENSA <sup>LLP</sup>

A handwritten signature in black ink, appearing to be 'TH' or 'TCH', written in a stylized, cursive manner.

Timothy C. Hogan  
TCH/cc

## **SCHEDULE "A"**

### **ASSUMPTIONS**

#### **A. Authenticity and Accuracy**

We have assumed the genuineness of all signatures, the legal capacity at all relevant times of any natural persons signing any documents and the authenticity and completeness of all documents submitted to us as copies thereof. We have also assumed the accuracy and currency of all indices, filing and registration systems maintained at the public offices where we have searched or inquired or have caused searches or inquiries to be conducted, as set forth herein, the reliability of all search results obtained by electronic transmission and the accuracy of the result of any printed or computer search of any office of public record.

#### **B. Capacity**

We have assumed that the Debtors (and where applicable third parties executing guarantees and other agreements) had the requisite capacity to enter into and perform their obligations under each of the documents as set out in the report (the “**Documents**”) at the time each of the Documents were executed and delivered.

#### **C. Security Documents**

We have assumed that:

- (a) none of the Documents have been assigned, released, discharged or otherwise impaired, either in whole or in part by the Bank and there are no agreements (other than the Documents) between the Debtors and the Bank that are relevant to the matters discussed in this letter; and
- (b) none of the assets charged by the security agreements are property for which conflicts rules provide that charges or security interests in such property are governed by the laws of a jurisdiction other than the Province of Ontario.

#### **D. Existence of Debt and Security Matters**

We have assumed that:

- (a) value has been given by the Bank to the Debtors and payment and other obligations remain outstanding by the Debtors to the Bank;
- (b) each of the Documents was duly executed and delivered by the Debtors;
- (c) each of the Documents was issued for valuable consideration and that all of the conditions precedent contained in each of the Documents, if any, were satisfied or waived;
- (d) attachment of the security interests constituted by the Documents have occurred within the meaning of the PPSA;
- (e) the Debtors have an interest in the collateral expressed to be subject to each of the Documents;
- (f) insofar as any obligation under any of the Documents is to be performed in any jurisdiction outside the Province of Ontario, its performance will not be illegal or unenforceable by virtue of the laws of that other jurisdiction;
- (g) the Collateral subject to the security agreements does not include consumer goods (as defined in the PPSA); and
- (h) we have relied, without independent verification, upon matters of fact certified by public officials;
- (i) any security assigned was done so with proper and legal notice to the Debtors.

#### **E. Factual Matters**

We have assumed that no fact exists, or has existed, which would entitle the Debtors to assert or obtain a remedy at law or in equity (such as, without limitation, rectification, rescission or release from a contract through frustration) affecting the validity, legality, binding effect or enforceability of any of the Documents.

#### **F. Entire Agreement**

We have assumed that there is no written or oral agreement or other understanding and there is no trade usage or course of conduct or prior dealing, which would vary the interpretation or application of any term or

condition of any of the Documents, and there have been no amendments, restatements, deletions or other modifications to any of the Documents.

#### **G. Choice of Laws**

We have assumed that the governing law of each of the Documents is the law of the Province of Ontario. Where the Province of Quebec is the governing law no opinion is provided.

### **QUALIFICATIONS**

#### **A. Title**

We express no opinion concerning title to any property that proposes to be subject to any security constituted by the Documents and such title has been assumed to the full extent necessary to express the opinion contained herein.

#### **B. Enforceability**

All opinions which expressly or by necessity relate to the enforceability of the Documents (which, as used in this Schedule and as the context may require, includes validity, legality and binding effect) are subject to:

- (a) applicable bankruptcy, insolvency, winding up, arrangement, liquidation, fraudulent preference and conveyance, reorganization, moratorium and realization laws and other similar laws (including, without limitation and notwithstanding any specific references herein, provisions of the PPSA) at the time affecting the rights and remedies of creditors generally;
- (b) equitable limitations on, and defences against, the availability of remedies and equitable principles of application to particular proceedings at law or in equity and no opinion is expressed regarding the availability of any equitable remedy (including those of specific performance and injunction), which remedies are only available in the discretion of a court of competent jurisdiction;
- (c) the power of a court to grant relief from forfeiture;
- (d) applicable laws regarding the limitation of actions;
- (e) the court's powers to stay proceedings and execution of judgments;

- (f) the court's discretion to decline to hear any action or give effect to an obligation if to do so would be contrary to public policy or if it is not the proper forum to hear such action;
- (g) limitations which may be imposed by law or equity on the effectiveness of terms exculpating a party from a liability or limiting the liability of a party;
- (h) limitations upon the right of a creditor to receive immediate payment of amounts stated to be or which may become payable on demand;
- (i) limitations upon the right of a party to enforce a provision based upon a minor or non-substantive default;
- (j) implied obligations requiring good faith, fair-dealing and reasonableness in performance and enforcement of a contract; and
- (k) any requirement that "interest", as defined in section 347 of the *Criminal Code* (Canada), be paid at an effective annual rate in excess of 60% is not enforceable; and
- (l) the fact that a court may require that a debtor be given a reasonable time to repay following a demand for payment and prior to taking any action to enforce any right of repayment or before exercising any of the rights and remedies expressed to be exercisable in any of the Documents.

We express no opinion as to the enforceability of any provision of the Documents:

- (a) which purports to waive all defences which might be available to, or constitute a discharge of the liability of the grantor thereof;
- (b) to the extent it purports to exculpate the holder thereof, its agents or any receiver, manager or receiver-manager appointed by it from liability in respect of acts or omissions which may be illegal or fraudulent or which may involve wilful misconduct;
- (c) which states that amendments or waivers of or with respect to the Documents that are not in writing will not be effective;
- (d) which requires any person to pay, or to indemnify another person of, the costs and expenses of such other person in connection with judicial proceedings, since those provisions may derogate from a court's



discretion to determine by whom and to what extent those costs should be paid; and

- (e) provisions contained in the Documents which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of that Document may be enforced only in the discretion of a court.

A receiver or receiver and manager appointed pursuant to the provisions of the Documents may, for certain purposes, be treated by a court as being the agent of the holder thereof and not solely the agent of the grantor thereof, as applicable, and the holder thereof may not be deemed to be acting as the agent and attorney of such grantor in making such appointment, notwithstanding any agreement to the contrary.

The obligations of the parties to the Documents and the enforceability thereof are subject to qualifications which, by law, equity or usage, are incidental thereto by their nature, including, without limitation:

- (a) the parties must have exercised and must continue to exercise good faith in the negotiation, implementation and enforcement of the Documents; and
- (b) the *Currency Act* (Canada) pursuant to which a court in Canada will render judgment only in lawful money of Canada.

## **B. Limitations**

We have made no investigation in respect of the requirements prescribed in Part IV of the *Financial Administration Act* (Canada) relating to the assignment of federal Crown debts. An assignment of federal Crown debts which does not comply with that Act is ineffective as between the assignor and the assignee and as against the Crown. Consequently, the Documents cannot validly charge federal Crown debts unless that Act is complied with.

## **C. Special Property, Security Interests and Registrations**

### **1. Special Property**

We express no opinion as to whether a security interest may be created in:

- (a) property consisting of a receivable, licence, approval, privilege, franchise, permit, lease or agreement (collectively, "**Special Property**") to the extent that the terms of the Special Property

or any applicable law prohibit its assignment or require, as a condition of its assignability, a consent, approval or other authorization or registration which has not been made or given; or

- (b) permits, quotas or licences which are held by or issued to the Debtors.

We express no opinion as to any security interest or hypothec created by the Documents with respect to any property of the grantor thereof that is transformed in such a way that it is not identifiable or traceable or any proceeds of property of such grantor that is not identifiable or traceable.

## 2. Security Interests and Registrations

No searches have been made:

- (a) under the *Patent Act* (Canada), the *Trade-marks Act* (Canada), the *Industrial Designs Act* (Canada), or the *Copyright Act* (Canada),
- (b) under the *Canada Shipping Act, 2001* in respect of any vessel which is registered or recorded under that Act,
- (c) under the *Canada Transportation Act* or the *Railways Act* (Ontario) in respect of any rolling stock to which the provisions of either of those Acts may apply.

Where a motor vehicle (as defined in the Regulation under the PPSA), situate in the Province of Ontario, is sold other than in the ordinary course of business by the Debtors, and the motor vehicle is classified as "equipment" of the Debtors, a purchaser may take the motor vehicle free from any security interests created by the Documents in any such motor vehicles unless the Vehicle Identification Numbers of the motor vehicles are set out in the PPSA registrations in favour of the Bank unless the purchaser knew that the sales constituted a breach of the Documents.

None of the Documents have been registered so as to protect and preserve any security interest, hypothec, mortgage or charge thereof against nor have we searched for any encumbrances created by the Debtors on any ship, or as against any coal, mineral, placer, mining or petroleum and natural gas lease, license or claim, owned or which may be acquired by the Debtors. Accordingly, any hypothecs, security interests and mortgages on such

property will be subject to the rights of third parties who at any time acquire and perfect or render opposable to third parties an interest in those assets.

#### **D. Collateral**

No opinion is given as to as to the priority of any security interest created by the Documents, as to whether the grantor of any Document has title to or any right in any collateral or property purported to be subject to the Documents, or as to the completeness or accuracy of any description of such collateral. Accordingly, no opinion is given as to the effectiveness of the security as security, where effectiveness depends on title or description of the property purported to be charged or assigned, as the case may be.

#### **E. Searches**

We have only searched against the Debtors. We have not conducted any land titles office or other searches with respect to encumbrances against real property or any interests therein or any statutory lien, court registry or other searches.

#### **F. Choice of Law**

We have made no investigation of the laws of any jurisdiction other than, and our advice is confined to, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

#### **G. Maintaining Perfection**

We express no opinion with respect to maintaining perfection of any security interest created by any of the Security Documents.

#### **H. Priority**

1. No opinion is expressed as to the rank or priority, or as to the effect of perfection or opposability to third parties on the rank or priority, of any security interest, mortgage or charge created by any of the Documents.

## APPENDIX 14

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 4/1/2021  
File Currency Date: 03/31/2021  
Family(ies): 11  
Page(s): 37

SEARCH : Business Debtor : UNIFORM CUSTOM COUNTERTOPS INC.

The attached report has been created based on the data received by Cyberbahn from the Province of Ontario, Ministry of Government Services.  
No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report.  
Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 4/1/2021  
File Currency Date: 03/31/2021  
Family(ies): 11  
Page(s): 37

SEARCH : Business Debtor : UNIFORM CUSTOM COUNTERTOPS INC.

FAMILY : 1 OF 11 ENQUIRY PAGE : 1 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 714609567 EXPIRY DATE : 08MAR 2026 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20160308 1950 1531 2817 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :  
04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA

09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR  
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X  
YEAR MAKE MODEL V.I.N.

11  
12

GENERAL COLLATERAL DESCRIPTION

13  
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16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

FAMILY : 1 OF 11 ENQUIRY PAGE : 2 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

FILE NUMBER 714609567  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20210205 1442 1530 3686  
21 REFERENCE FILE NUMBER : 714609567  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

25 OTHER CHANGE:  
26 REASON:  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 2 OF 11 ENQUIRY PAGE : 3 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 714611502 EXPIRY DATE : 08MAR 2026 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20160308 1950 1531 3011 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN :  
04 ADDRESS : UNIT 8, 61 AURIGA DR.  
CITY : NEPEAN PROV: ON POSTAL CODE: K2E 8B2  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR  
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15

16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8



FAMILY : 2 OF 11 ENQUIRY PAGE : 4 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

FILE NUMBER 714611502  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20210205 1442 1530 3693  
21 REFERENCE FILE NUMBER : 714611502  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

25 OTHER CHANGE:  
26 REASON:  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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14  
15

16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 3 OF 11 ENQUIRY PAGE : 5 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 715428954 EXPIRY DATE : 06APR 2026 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20160406 1638 8077 4203 REG TYP: P PPSA REG PERIOD: 10  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :  
04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K4W9  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 300-5575 NORTH SERVICE RD  
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X X X X  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION  
13 AS PER MASTER LEASE AGREEMENT DATED APRIL 6, 2016 TOGETHER  
14 WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE  
15 DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL  
16 AGENT: REGISTRY = RECOVERY INC.  
17 ADDRESS : 1551 THE QUEENSWAY  
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

FAMILY : 3 OF 11 ENQUIRY PAGE : 6 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 715428954 EXPIRY DATE : 06APR 2026 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20160406 1638 8077 4203 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

ROYAL BANK OF CANADA

09 ADDRESS : 180 WELLINGTON ST WEST, 5TH FL

CITY : TORONTO

PROV: ON

POSTAL CODE: M5J 1J1

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT

MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

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GENERAL COLLATERAL DESCRIPTION

13 ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

14 ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM

15 DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 3 OF 11 ENQUIRY PAGE : 7 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 715428954 EXPIRY DATE : 06APR 2026 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20160406 1638 8077 4203 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS

14 IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

15 OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 3 OF 11 ENQUIRY PAGE : 8 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 715428954 EXPIRY DATE : 06APR 2026 STATUS :  
01 CAUTION FILING : PAGE : 04 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20160406 1638 8077 4203 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

14 RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

15 COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 3 OF 11 ENQUIRY PAGE : 9 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 715428954 EXPIRY DATE : 06APR 2026 STATUS :  
01 CAUTION FILING : PAGE : 05 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20160406 1638 8077 4203 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL.

14

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16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 4 OF 11 ENQUIRY PAGE : 10 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 735757677 EXPIRY DATE : 17JAN 2024 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20180117 1623 8077 6032 REG TYP: P PPSA REG PERIOD: 6  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :  
04 ADDRESS : 289 COURTLAND AVE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K4W9  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 180 WELLINGTON ST WEST, 5TH FL  
CITY : TORONTO PROV: ON POSTAL CODE: M5J 1J1  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X  
YEAR MAKE MODEL V.I.N.  
11 GOLDSCHMIDT LCR 7233 M-O/V 8560  
12

GENERAL COLLATERAL DESCRIPTION  
13 GOLDSCHMIDT STRAIGHT HORIZONTAL EDGE POLISHING MACHINE, MODEL  
14 # LCR 7233 M-O/V WITH ALL ATTACHMENTS(S/N 8560) TOGETHER WITH ALL  
15 ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,  
16 AGENT: REGISTRY = RECOVERY INC.  
17 ADDRESS : 1551 THE QUEENSWAY  
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

FAMILY : 4 OF 11 ENQUIRY PAGE : 11 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 735757677 EXPIRY DATE : 17JAN 2024 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20180117 1623 8077 6032 REG TYP: REG PERIOD:  
02 IND DOB : IND NAME:  
03 BUS NAME:

OCN :  
04 ADDRESS :  
CITY : PROV: POSTAL CODE:  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA

09 ADDRESS : 300-5575 NORTH SERVICE RD  
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.  
11  
12

GENERAL COLLATERAL DESCRIPTION

13 ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM  
14 DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL  
15 OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS  
16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:



FAMILY : 4 OF 11 ENQUIRY PAGE : 12 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 735757677 EXPIRY DATE : 17JAN 2024 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20180117 1623 8077 6032 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

14 OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

15 PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 4 OF 11 ENQUIRY PAGE : 13 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 735757677 EXPIRY DATE : 17JAN 2024 STATUS :  
01 CAUTION FILING : PAGE : 04 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20180117 1623 8077 6032 REG TYP: REG PERIOD:  
02 IND DOB : IND NAME:  
03 BUS NAME:

OCN :  
04 ADDRESS :  
CITY : PROV: POSTAL CODE:  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE MODEL V.I.N.

11  
12

GENERAL COLLATERAL DESCRIPTION

13 RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR  
14 COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE  
15 COLLATERAL

16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:

FAMILY : 4 OF 11 ENQUIRY PAGE : 14 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 735757677 EXPIRY DATE : 17JAN 2024 STATUS :  
01 CAUTION FILING : PAGE : 05 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20180117 1623 8077 6032 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

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14

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16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 5 OF 11 ENQUIRY PAGE : 15 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 735986349 EXPIRY DATE : 26JAN 2049 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20180126 1207 1590 1870 REG TYP: P PPSA REG PERIOD: 25  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN : 1267283

04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9  
05 IND DOB : IND NAME:  
06 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN : 1267283

07 ADDRESS : 1586 BONHILL ROAD  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5T 1C7

08 SECURED PARTY/LIEN CLAIMANT :  
BUSINESS DEVELOPMENT BANK OF CANADA  
09 ADDRESS : 201 CITY CENTRE DRIVE, SUITE 301  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5B 2T4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION  
13  
14  
15

16 AGENT: SPEIGEL NICHOLS FOX LLP (IT-278)  
17 ADDRESS : 30 EGLINTON AVENUE WEST, SUITE 400  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5R 3E7

FAMILY : 5 OF 11 ENQUIRY PAGE : 16 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

FILE NUMBER 735986349  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20180126 1453 1590 1901  
21 REFERENCE FILE NUMBER : 735986349  
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 6 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

25 OTHER CHANGE:  
26 REASON:  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10  
11  
12  
13  
14  
15

16 NAME : SPEIGEL NICHOLS FOX LLP (IT-17-278)  
17 ADDRESS : 30 EGLINTON AVENUE WEST, SUITE 400  
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5R 3E7

FAMILY : 6 OF 11 ENQUIRY PAGE : 17 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 735986421 EXPIRY DATE : 26JAN 2049 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20180126 1209 1590 1876 REG TYP: P PPSA REG PERIOD: 25  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN : 2135457

04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9  
05 IND DOB : IND NAME:  
06 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN : 2135457

07 ADDRESS : 1586 BONHILL ROAD  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5T 1C7

08 SECURED PARTY/LIEN CLAIMANT :  
BUSINESS DEVELOPMENT BANK OF CANADA  
09 ADDRESS : 201 CITY CENTRE DRIVE, SUITE 301  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5B 2T4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION  
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16 AGENT: SPEIGEL NICHOLS FOX LLP (IT-278)  
17 ADDRESS : 30 EGLINTON AVENUE WEST, SUITE 400  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5R 3E7

FAMILY : 6 OF 11 ENQUIRY PAGE : 18 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

FILE NUMBER 735986421  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20180126 1453 1590 1907  
21 REFERENCE FILE NUMBER : 735986421  
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 6 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

25 OTHER CHANGE:  
26 REASON:  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : SPEIGEL NICHOLS FOX LLP (IT-17-278)  
17 ADDRESS : 30 EGLINTON AVENUE WEST, SUITE 400  
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5R 3E7

FAMILY : 7 OF 11 ENQUIRY PAGE : 19 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 746499645 EXPIRY DATE : 04DEC 2022 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20181204 1043 2366 0133 REG TYP: P PPSA REG PERIOD: 04

02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :

04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ONT POSTAL CODE: L4K 4W9

05 IND DOB : IND NAME:  
06 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN :

07 ADDRESS : 61 AURIGA DRIVE, UNIT B  
CITY : OTTAWA PROV: ONT POSTAL CODE: K2E 8B2

08 SECURED PARTY/LIEN CLAIMANT :  
TANNER FINANCIAL SERVICES INC.

09 ADDRESS : 23-500 FAIRWAY RD. S. SUITE 182  
CITY : KITCHENER PROV: ONT POSTAL CODE: N2C 1X3

CONS.	MV	DATE OF	OR	NO FIXED			
GOODS INVTRY.	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY	MAT DATE
10	X				80000		X

YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:



FAMILY : 8 OF 11 ENQUIRY PAGE : 20 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 746986005 EXPIRY DATE : 19DEC 2021 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20181219 1435 8077 3796 REG TYP: P PPSA REG PERIOD: 3  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :  
04 ADDRESS : 289 COURTLAND AVE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K4W9  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 300-5575 NORTH SERVICE RD  
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION  
13 INTERMAC VACUUM PUMP 1.2KW WITH S/N - P6366P0111,  
14 PUMPS/SPINDLE/BATTERY/ELECTRICAL UPGRADES/INDUSTRIAL SPRAYING  
15 ROOM/GLASS POLISHING LINE AS PER LEASING SCHEDULE 201000039649. --  
16 AGENT: REGISTRY = RECOVERY INC.  
17 ADDRESS : 1551 THE QUEENSWAY  
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

FAMILY : 8 OF 11 ENQUIRY PAGE : 21 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 746986005 EXPIRY DATE : 19DEC 2021 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20181219 1435 8077 3796 REG TYP: REG PERIOD:  
02 IND DOB : IND NAME:  
03 BUS NAME:

OCN :  
04 ADDRESS :  
CITY : PROV: POSTAL CODE:  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE MODEL V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,  
14 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS  
15 IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE  
16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:

FAMILY : 8 OF 11 ENQUIRY PAGE : 22 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 746986005 EXPIRY DATE : 19DEC 2021 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20181219 1435 8077 3796 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,

14 CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

15 RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 8 OF 11 ENQUIRY PAGE : 23 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 746986005 EXPIRY DATE : 19DEC 2021 STATUS :  
01 CAUTION FILING : PAGE : 04 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20181219 1435 8077 3796 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

14 TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

15 PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 8 OF 11 ENQUIRY PAGE : 24 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 746986005 EXPIRY DATE : 19DEC 2021 STATUS :  
01 CAUTION FILING : PAGE : 05 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20181219 1435 8077 3796 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL OR PROCEEDS OF THE COLLATERAL

14

15

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 9 OF 11 ENQUIRY PAGE : 25 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 747234738 EXPIRY DATE : 02JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :  
REG NUM : 20190102 1005 6005 7459 REG TYP: P PPSA REG PERIOD: 06  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM SURFACES INC.

OCN :  
04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9  
05 IND DOB : IND NAME:  
06 BUS NAME: SURFACE ELEGANCE INC.

OCN :  
07 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9

08 SECURED PARTY/LIEN CLAIMANT :  
CWB NATIONAL LEASING INC.  
09 ADDRESS : 1525 BUFFALO PL (2908301)  
CITY : WPG PROV: MB POSTAL CODE: R3T 1L9  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X  
YEAR MAKE MODEL V.I.N.

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12  
GENERAL COLLATERAL DESCRIPTION  
13 ALL AIR COMPRESSOR, BRIDGE SYSTEM, COMPUTER SOFTWARE OF EVERY NATURE  
14 OR KIND DESCRIBED IN AGREEMENT NUMBER 2908310, BETWEEN EASYLEASE  
15 CORP., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS  
16 AGENT:  
17 ADDRESS :  
CITY : PROV: POSTAL CODE:

FAMILY : 9 OF 11 ENQUIRY PAGE : 26 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 747234738 EXPIRY DATE : 02JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :  
REG NUM : 20190102 1005 6005 7459 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN :

04 ADDRESS : 289 COURTLAND AVANUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9  
05 IND DOB : IND NAME:  
06 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :

07 ADDRESS : 289 COURTLAND AVANUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.  
11  
12

GENERAL COLLATERAL DESCRIPTION

13 ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS  
14 AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES  
15 AND SUBSTITUTIONS.

16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:

FAMILY : 9 OF 11 ENQUIRY PAGE : 27 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

FILE NUMBER 747234738  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 001 OF 1 MV SCHED: 20200513 1231 6005 0406  
21 REFERENCE FILE NUMBER : 747234738  
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIFORM SURFACES INC.

25 OTHER CHANGE:  
26 REASON: AMENDMENT  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE: UNIFORM CUSTOM COUNTERTOPS INC.

OCN:  
04/07 ADDRESS: 289 COURTLAND AVENUE  
CITY: CONCORD PROV: ON POSTAL CODE: L4K 4W9  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10  
11  
12  
13 AGREEMENT NUMBER CORRECTION - 2908310  
14  
15

16 NAME : CWB NATIONAL LEASING INC.  
17 ADDRESS : 1525 BUFFALO PL (2908310)  
CITY : WPG PROV : MB POSTAL CODE : R3T 1L9



FAMILY : 10 OF 11 ENQUIRY PAGE : 28 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 753316218 EXPIRY DATE : 12JUL 2025 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20190712 1704 1462 3463 REG TYP: P PPSA REG PERIOD: 6  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN :  
04 ADDRESS : 61 AURIGA DRIVE  
CITY : OTTAWA PROV: ON POSTAL CODE: K2E8B2  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.

09 ADDRESS : 630 - 401 THE WEST MALL  
CITY : TORONTO PROV: ON POSTAL CODE: M9C5J5  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X  
11 YEAR MAKE MODEL V.I.N.  
12

GENERAL COLLATERAL DESCRIPTION

13 MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS,  
14 ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER  
15 EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN  
16 AGENT: PPSA CANADA INC. - (8154)  
17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303  
CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

FAMILY : 10 OF 11 ENQUIRY PAGE : 29 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 753316218 EXPIRY DATE : 12JUL 2025 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20190712 1704 1462 3463 REG TYP: P PPSA REG PERIOD: 6  
02 IND DOB : IND NAME:  
03 BUS NAME:

OCN :  
04 ADDRESS :  
CITY : PROV: POSTAL CODE:  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE MODEL V.I.N.

11  
12

GENERAL COLLATERAL DESCRIPTION

13 WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT  
14 LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,  
15 CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY  
16 AGENT: PPSA CANADA INC. - (8154)  
17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303  
CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

FAMILY : 10 OF 11 ENQUIRY PAGE : 30 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 753316218 EXPIRY DATE : 12JUL 2025 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20190712 1704 1462 3463 REG TYP: P PPSA REG PERIOD: 6

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE

MODEL

V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 SECURITY ACT)

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15

16 AGENT: PPSA CANADA INC. - (8154)

17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303

CITY : TORONTO

PROV: ON

POSTAL CODE: M2N6Y8

FAMILY : 11 OF 11 ENQUIRY PAGE : 31 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 007 MV SCHEDULE ATTACHED : X  
REG NUM : 20200127 1429 8077 4561 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :  
04 ADDRESS : 289 COURTLAND AVE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K4W9  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA

09 ADDRESS : 300-5575 NORTH SERVICE RD  
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X

YEAR MAKE MODEL V.I.N.  
11 2019 DAL PRETE 12119  
12 2019 MAGIC WATERFALL XADCT-300 XA2019MW601

GENERAL COLLATERAL DESCRIPTION

13 EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #  
14 201000048664. EQUIPMENT DESCRIPTION 2019 DAL PRETE MINI COMPACT  
15 PREMIUM WATER CLARIFICATION UNIT C/W ACCESSORIES, (2) NEW MAGIC  
16 AGENT: REGISTRY = RECOVERY INC.  
17 ADDRESS : 1551 THE QUEENSWAY  
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

FAMILY : 11 OF 11 ENQUIRY PAGE : 32 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 007 MV SCHEDULE ATTACHED :  
REG NUM : 20200127 1429 8077 4561 REG TYP: REG PERIOD:  
02 IND DOB : IND NAME:  
03 BUS NAME:

OCN :  
04 ADDRESS :  
CITY : PROV: POSTAL CODE:  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10  
YEAR MAKE MODEL V.I.N.  
11 2019 MAGIC WATERFALL XADCT-300 XA2019MW602  
12 2019 MAGICWORX XA2019NWD01

GENERAL COLLATERAL DESCRIPTION

13 WATERFALL 6M MODEL # XADC-600 DUST COLLECTOR EQUIPMENT, MODEL XADCT-  
14 300/ ZADCT-300 C/W DUST TABLE AND ACCESSORIES, S/NO 121-19 /  
15 XA2019MW601 / XA2019MW602 / XA2019NWD01 /XA2019NWD02 TOGETHER WITH  
16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:

FAMILY : 11 OF 11 ENQUIRY PAGE : 33 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 007 MV SCHEDULE ATTACHED :  
REG NUM : 20200127 1429 8077 4561 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11 2019 MAGICWORX

XA2019NWD02

12

GENERAL COLLATERAL DESCRIPTION

13 ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

14 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

15 IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 11 OF 11 ENQUIRY PAGE : 34 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 04 OF 007 MV SCHEDULE ATTACHED :  
REG NUM : 20200127 1429 8077 4561 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,

14 CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

15 RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 11 OF 11 ENQUIRY PAGE : 35 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 05 OF 007 MV SCHEDULE ATTACHED :  
REG NUM : 20200127 1429 8077 4561 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

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DATE OF OR NO FIXED

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GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

14 TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

15 PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:



FAMILY : 11 OF 11 ENQUIRY PAGE : 36 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS INC.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 06 OF 007 MV SCHEDULE ATTACHED :  
REG NUM : 20200127 1429 8077 4561 REG TYP: REG PERIOD:  
02 IND DOB : IND NAME:  
03 BUS NAME:

OCN :  
04 ADDRESS :  
CITY : PROV: POSTAL CODE:  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE MODEL V.I.N.

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12  
GENERAL COLLATERAL DESCRIPTION  
13 COLLATERAL OR PROCEEDS OF THE COLLATERAL.  
14  
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16 AGENT:  
17 ADDRESS :  
CITY : PROV: POSTAL CODE:

FAMILY : 11 OF 11 ENQUIRY PAGE : 37 OF 37  
00 REF: 759612483 01 PAGE: 07 OF 007 REG NUM: 20200127 1429 8077 4561  
YEAR (===== MAKE =====) (===== MODEL =====) (===== V.I.N. =====)  
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## APPENDIX 15



Canada Revenue Agency  
Agence du revenu  
du Canada

London-Windsor Tax Services Office

451 Talbot Street, London ON N6A 5E5

## Fax Cover Sheet /

## Page couverture – transmission par télécopieur

From / De: Kamila Figaszewska  
INSOLVENCY OFFICER

Fax / Télécopie: (905) 570-8247

Phone / Téléphone: 416-997-1102 Cell

To / À:CC MSI SPERGEL INC  
LICENSED INSOLVENCY TRUSTEE

Phone / Téléphone: (416)497-1660

Fax / Télécopie: (416)494-7199

Date: March 25, 2021

Pages sent / Pages envoyées: 6  
(Including Cover / Incluant page couverture)

Attn: Frieda Kanaris

Re: Uniform Custom Countertops Ltd.  
Estate Number: 31-1234567

Please see the attached amended POC dated March 25, 2021

Should you have any questions, please contact Daniela Pesikan at (905) 516-0763

Thank you for your cooperation with regards to this matter.

This fax may be privileged and/or confidential. The sender does not waive any related rights and obligations. Any distribution, use or copying of this fax or the information it contains by other than an intended recipient is unauthorized. If you received this in error, please advise immediately.

Cette télécopie peut être privilégiée et/ou confidentielle. L'expéditeur ne renonce à aucuns droits et obligations relatifs à cette information. Toute distribution, usage ou copie de cette télécopie ou de l'information qu'elle contient par une personne autre que le destinataire ne sont pas autorisés. Si vous avez reçu cette télécopie par erreur, s'il-vous-plait veuillez nous en aviser immédiatement.

Canada Revenue  
AgencyAgence du revenu  
du CanadaTax Centre  
Toronto ON M5J 2X6

March 25, 2021

UNIFORM CUSTOM COUNTERTOPS LTD.  
C/O MSI SPERGEL INC  
200 - 505 CONSUMERS RD  
NORTH YORK ON M2J 4V8Account Number  
84852 9780 RT0001

Dear Sir or Madam:

Re: Uniform Custom Countertops Ltd.  
of the City of Concord  
in the Province of Ontario  
Date of the bankruptcy: June 1, 2020

Please find enclosed our amended claim and supporting schedule in the above-noted insolvency event for the amount of \$82,259.74.

Issue dividend payment directly to the Receiver General quoting the account number shown on the schedule.

Please send individual, corporate and payroll dividend payments to:

Canada Revenue Agency  
PO BOX 3800 STN A  
Sudbury ON P3A 0C3

Please send goods and services tax/harmonized sales tax (GST/HST) remittances, including dividend payments to the applicable tax centre (shown on your client's GST/HST return).

If you need more information about this claim, such as a more detailed breakdown of the debt, please contact the undersigned at one of the telephone numbers provided in this letter.

Yours truly,

Kamila Figaszewska  
Collections Officer-Insolvency

Enclosure(s)

**Canada**National Insolvency Office  
1 Front Street West  
2nd Floor Suite 100  
Toronto ON M5J 2X6Local : 905-516-0763  
Fax : 416-954-6411  
Web site : canada.ca/taxes

ATTACHMENT PAGE 1

Account Number

84852 9780 RT0001

## Proof of Claim (Form 31)

(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

Send all notices or correspondence regarding this claim to the following address:

Canada Revenue Agency  
Shawinigan National Verification and Collection Centre  
Insolvency Intake Centre  
Collections Directorate  
4695 Shawinigan-Sud Blvd.  
Shawinigan QC G9P 5H9

Attention: K. Figaszewska

In the matter of the bankruptcy of Uniform Custom Countertops Ltd. of the City of Concord in the Province of Ontario, and the claim of Her Majesty the Queen in Right of Canada as represented by the Minister of National Revenue, creditor.

I, K. Figaszewska, of the City of Hamilton in the Province of Ontario, do hereby certify:

1. That I am a resource officer/complex case officer of the Canada Revenue Agency.

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of the bankruptcy namely the 1st day of June, 2020, and still is, indebted to the creditor in the sum of \$82,259.74, as specified in the statement of account attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled.

4. (X) UNSECURED CLAIM of \$69,079.46. That in respect of this debt, I do not hold any assets of the debtor as security.

(X) PROPERTY CLAIM of \$13,180.28.

That property holding a value equal to the debt enumerated in the Schedule "A" was in possession of the debtor and still remains in the possession of the debtor and (or) the trustee. The claimant hereby claims an interest in all assets of the debtor up to the value of the property claim shown. The claimant is entitled to demand from the trustee the return of the property.

ATTACHMENT PAGE 2

Account Number

84852 9780 RT0001

5. That, to the best of my knowledge, the above-named creditor is not related to the debtor within the meaning of section 4 of the Act, and has not dealt with the debtor in a non-arm's length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to the debtor within the three months immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act.

\*\*\*\* NIL \*\*\*\*

Sworn before me at the City of Hamilton in the Province of Ontario, on this 25th day of March, 2021.

.....  
Commissioner of Oaths.....  
Signature of Claimant

Gordon Arthur Tebbutt,  
a Commissioner, etc., Province of  
Ontario, for the Government of  
Canada, Canada Revenue Agency.  
Expires April 24, 2021.

ATTACHMENT PAGE 3

Account Number

84852 9780 RT0001

## Schedule "A"

Name: Uniform Custom Countertops Ltd.

## Unsecured claim

## Income Tax Act

Account number: 848529780RC0001  
Assessed period(s): 2018  
Principal: \$26,120.00  
Penalty and interest: \$ 2,115.43

Total: \$28,235.43

## Income Tax Act

(relating to payroll deductions for non deemed trust)

Account number: 848529780RP0001  
Assessed period(s): 2020  
Principal: \$2,861.52  
Penalty and interest: \$ 94.00

Total: \$2,955.52

## Excise Tax Act

Account number: 848529780RT0001  
Assessed period(s):  
October 31, 2019, January 31, 2020 and April 30, 2020  
Principal: \$37,334.07  
Penalty and interest: \$ 554.44

Total: \$37,888.51

Total Unsecured claim \$69,079.46

## Property claim

## Income Tax Act

(relating to payroll deductions for deemed trust)

Account number: 848529780RT0001  
Assessed period(s): 2020  
Principal: \$13,180.28

Total: \$13,180.28




ATTACHMENT PAGE 4

Account Number

84852 9780 RT0001

Total Property claim \$13,180.28

Sworn before me at the City of Hamilton in the province of  
Ontario, on this 25th day of March, 2021.

  
.....

Commissioner of Oaths

  
.....

Signature of Claimant

Gordon Arthur Tebbutt,  
a Commissioner, etc., Province of  
Ontario, for the Government of  
Canada, Canada Revenue Agency.  
Expires April 24, 2021.

## APPENDIX 16

RM 606, 875 CHEMIN HERON ROAD  
6IEME ÉTAGE, SALLE 606, 6TH FLOOR  
OTTAWA ON K1A 1A2

00033419

MSI SPERGEL INC  
505 CONSUMERS ROAD SUITE 200  
NORTH YORK,ON M2J 4V8

Page 1 of 1

Please retain this portion  
Veuillez s.v.p. conserver cette partie

Financial Services / Services financiers  
Recovery Officer / Agent de recouvrement: 06474  
( ) -  
(888) 441-6982

PAYMENT OFFICE / BUREAU DE PAIEMENT  
Trustee Cheque Processing ESDC  
PO Box 3344, Stn Bureau-Chef  
Matane QC G4W 0K6

STATEMENT OF ACCOUNT(S) / RELEVÉ DE COMPTE(S)

Name Nom	Client ID Id. du client	Statement Date Date du relevé	Due Date Date d'échéance	Minimum Payment Paiement minimum
MSI SPERGEL INC	31-458979YY	FEB 27 2021	MAR 20 2021	612.00

Summary of Accounts / Sommaire des comptes:

Previous Balance Solde précédent	Establishments Établissements	Payments Paiements	Adjustments Ajustements	Interest Intérêt	New Balance Nouveau solde
WAGE EARNER PROTECTION PROGRAM SPRI					
5,654.14	0.00	0.00	0.00	0.00	5,654.14
WAGE EARNER PROTECTION PROGRAM UNSC					
14,741.57	0.00	0.00	0.00	0.00	14,741.57

Previous Balance Solde précédent	Establishments Établissements	Payments Paiements	Adjustments Ajustements	Interest Intérêt	Total Balance Solde total
20,395.71	0.00	0.00	0.00	0.00	20,395.71

PLEASE SEE REVERSE FOR FURTHER DETAILS / S.V.P. VOIR AU VERSO POUR DE PLUS AMPLES RENSEIGNEMENTS

31-458979YY002039571000061200

00033419

Client ID Id. du client	Total Balance Solde total	Statement Date Date du relevé	Due Date Date d'échéance	Minimum Payment Paiement minimum
31-458979YY	20,395.71	FEB 27 2021	MAR 20 2021	612.00

MSI SPERGEL INC  
505 CONSUMERS ROAD SUITE 200  
NORTH YORK,ON M2J 4V8

Select only one program to direct your payment  
Choisissez seulement un programme afin d'orienter votre paiement

- ☐ SPRI
- ☐ UNSC

## APPENDIX 17

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 4/1/2021  
File Currency Date: 03/31/2021  
Family(ies): 11  
Page(s): 37

SEARCH : Business Debtor : UNIFORM CUSTOM COUNTERTOPS LTD.

The attached report has been created based on the data received by Cyberbahn from the Province of Ontario, Ministry of Government Services.  
No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report.  
Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
SEARCH RESULTS

Date Search Conducted: 4/1/2021  
File Currency Date: 03/31/2021  
Family(ies): 11  
Page(s): 37

SEARCH : Business Debtor : UNIFORM CUSTOM COUNTERTOPS LTD.

FAMILY : 1 OF 11 ENQUIRY PAGE : 1 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 714609567 EXPIRY DATE : 08MAR 2026 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20160308 1950 1531 2817 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :

04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA

09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR  
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
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YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

FAMILY : 1 OF 11 ENQUIRY PAGE : 2 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

FILE NUMBER 714609567  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20210205 1442 1530 3686  
21 REFERENCE FILE NUMBER : 714609567  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

25 OTHER CHANGE:  
26 REASON:  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 2 OF 11 ENQUIRY PAGE : 3 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 714611502 EXPIRY DATE : 08MAR 2026 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20160308 1950 1531 3011 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN :  
04 ADDRESS : UNIT 8, 61 AURIGA DR.  
CITY : NEPEAN PROV: ON POSTAL CODE: K2E 8B2  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR  
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
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16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8



FAMILY : 2 OF 11 ENQUIRY PAGE : 4 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

FILE NUMBER 714611502  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20210205 1442 1530 3693  
21 REFERENCE FILE NUMBER : 714611502  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

25 OTHER CHANGE:  
26 REASON:  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 4126 NORLAND AVENUE  
CITY : BURNABY PROV : BC POSTAL CODE : V5G 3S8

FAMILY : 3 OF 11 ENQUIRY PAGE : 5 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 715428954 EXPIRY DATE : 06APR 2026 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20160406 1638 8077 4203 REG TYP: P PPSA REG PERIOD: 10

02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :

04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K4W9  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA

09 ADDRESS : 300-5575 NORTH SERVICE RD  
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1

CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X X X X

YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 AS PER MASTER LEASE AGREEMENT DATED APRIL 6, 2016 TOGETHER  
14 WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE  
15 DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL  
16 AGENT: REGISTRY = RECOVERY INC.  
17 ADDRESS : 1551 THE QUEENSWAY

CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

FAMILY : 3 OF 11 ENQUIRY PAGE : 6 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 715428954 EXPIRY DATE : 06APR 2026 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20160406 1638 8077 4203 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

ROYAL BANK OF CANADA

09 ADDRESS : 180 WELLINGTON ST WEST, 5TH FL

CITY : TORONTO

PROV: ON

POSTAL CODE: M5J 1J1

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT

MATURITY MAT DATE

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YEAR MAKE

MODEL

V.I.N.

11

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GENERAL COLLATERAL DESCRIPTION

13 ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

14 ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM

15 DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 3 OF 11 ENQUIRY PAGE : 7 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 715428954 EXPIRY DATE : 06APR 2026 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20160406 1638 8077 4203 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE

MODEL

V.I.N.

11

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GENERAL COLLATERAL DESCRIPTION

13 OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS

14 IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

15 OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 3 OF 11 ENQUIRY PAGE : 8 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 715428954 EXPIRY DATE : 06APR 2026 STATUS :  
01 CAUTION FILING : PAGE : 04 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20160406 1638 8077 4203 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

14 RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR

15 COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 3 OF 11 ENQUIRY PAGE : 9 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 715428954 EXPIRY DATE : 06APR 2026 STATUS :  
01 CAUTION FILING : PAGE : 05 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20160406 1638 8077 4203 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE

MODEL

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GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL.

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16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 4 OF 11 ENQUIRY PAGE : 10 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 735757677 EXPIRY DATE : 17JAN 2024 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20180117 1623 8077 6032 REG TYP: P PPSA REG PERIOD: 6  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :  
04 ADDRESS : 289 COURTLAND AVE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K4W9  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 180 WELLINGTON ST WEST, 5TH FL  
CITY : TORONTO PROV: ON POSTAL CODE: M5J 1J1  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X  
YEAR MAKE MODEL V.I.N.  
11 GOLDSCHMIDT LCR 7233 M-O/V 8560  
12

GENERAL COLLATERAL DESCRIPTION  
13 GOLDSCHMIDT STRAIGHT HORIZONTAL EDGE POLISHING MACHINE, MODEL  
14 # LCR 7233 M-O/V WITH ALL ATTACHMENTS(S/N 8560) TOGETHER WITH ALL  
15 ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,  
16 AGENT: REGISTRY = RECOVERY INC.  
17 ADDRESS : 1551 THE QUEENSWAY  
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

FAMILY : 4 OF 11 ENQUIRY PAGE : 11 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 735757677 EXPIRY DATE : 17JAN 2024 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20180117 1623 8077 6032 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

ROYAL BANK OF CANADA

09 ADDRESS : 300-5575 NORTH SERVICE RD

CITY : BURLINGTON

PROV: ON

POSTAL CODE: L7L 6M1

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT

MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM

14 DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL

15 OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:



FAMILY : 4 OF 11 ENQUIRY PAGE : 12 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 735757677 EXPIRY DATE : 17JAN 2024 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20180117 1623 8077 6032 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR

14 OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

15 PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 4 OF 11 ENQUIRY PAGE : 13 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 735757677 EXPIRY DATE : 17JAN 2024 STATUS :  
01 CAUTION FILING : PAGE : 04 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20180117 1623 8077 6032 REG TYP: REG PERIOD:  
02 IND DOB : IND NAME:  
03 BUS NAME:

OCN :  
04 ADDRESS :  
CITY : PROV: POSTAL CODE:  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE MODEL V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR  
14 COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE  
15 COLLATERAL  
16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:

FAMILY : 4 OF 11 ENQUIRY PAGE : 14 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 735757677 EXPIRY DATE : 17JAN 2024 STATUS :  
01 CAUTION FILING : PAGE : 05 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20180117 1623 8077 6032 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 5 OF 11 ENQUIRY PAGE : 15 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 735986349 EXPIRY DATE : 26JAN 2049 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20180126 1207 1590 1870 REG TYP: P PPSA REG PERIOD: 25  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN : 1267283

04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9  
05 IND DOB : IND NAME:  
06 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN : 1267283

07 ADDRESS : 1586 BONHILL ROAD  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5T 1C7

08 SECURED PARTY/LIEN CLAIMANT :  
BUSINESS DEVELOPMENT BANK OF CANADA  
09 ADDRESS : 201 CITY CENTRE DRIVE, SUITE 301  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5B 2T4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X  
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: SPEIGEL NICHOLS FOX LLP (IT-278)  
17 ADDRESS : 30 EGLINTON AVENUE WEST, SUITE 400  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5R 3E7

FAMILY : 5 OF 11 ENQUIRY PAGE : 16 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

FILE NUMBER 735986349  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20180126 1453 1590 1901  
21 REFERENCE FILE NUMBER : 735986349  
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 6 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

25 OTHER CHANGE:  
26 REASON:  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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15

16 NAME : SPEIGEL NICHOLS FOX LLP (IT-17-278)  
17 ADDRESS : 30 EGLINTON AVENUE WEST, SUITE 400  
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5R 3E7

FAMILY : 6 OF 11 ENQUIRY PAGE : 17 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 735986421 EXPIRY DATE : 26JAN 2049 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20180126 1209 1590 1876 REG TYP: P PPSA REG PERIOD: 25  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN : 2135457

04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9  
05 IND DOB : IND NAME:  
06 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN : 2135457

07 ADDRESS : 1586 BONHILL ROAD  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5T 1C7

08 SECURED PARTY/LIEN CLAIMANT :  
BUSINESS DEVELOPMENT BANK OF CANADA  
09 ADDRESS : 201 CITY CENTRE DRIVE, SUITE 301  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5B 2T4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION  
13  
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16 AGENT: SPEIGEL NICHOLS FOX LLP (IT-278)  
17 ADDRESS : 30 EGLINTON AVENUE WEST, SUITE 400  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5R 3E7

FAMILY : 6 OF 11 ENQUIRY PAGE : 18 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

FILE NUMBER 735986421  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20180126 1453 1590 1907  
21 REFERENCE FILE NUMBER : 735986421  
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 6 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

25 OTHER CHANGE:  
26 REASON:  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:  
CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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14  
15

16 NAME : SPEIGEL NICHOLS FOX LLP (IT-17-278)  
17 ADDRESS : 30 EGLINTON AVENUE WEST, SUITE 400  
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5R 3E7

FAMILY : 7 OF 11 ENQUIRY PAGE : 19 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 746499645 EXPIRY DATE : 04DEC 2022 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20181204 1043 2366 0133 REG TYP: P PPSA REG PERIOD: 04

02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :

04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ONT POSTAL CODE: L4K 4W9

05 IND DOB : IND NAME:  
06 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN :

07 ADDRESS : 61 AURIGA DRIVE, UNIT B  
CITY : OTTAWA PROV: ONT POSTAL CODE: K2E 8B2

08 SECURED PARTY/LIEN CLAIMANT :  
TANNER FINANCIAL SERVICES INC.

09 ADDRESS : 23-500 FAIRWAY RD. S. SUITE 182  
CITY : KITCHENER PROV: ONT POSTAL CODE: N2C 1X3

CONS.	MV	DATE OF	OR	NO FIXED			
GOODS INVTRY.	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY	MAT DATE
10	X				80000		X

YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:  
17 ADDRESS :  
CITY :

PROV: POSTAL CODE:



FAMILY : 8 OF 11 ENQUIRY PAGE : 20 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 746986005 EXPIRY DATE : 19DEC 2021 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20181219 1435 8077 3796 REG TYP: P PPSA REG PERIOD: 3  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC. OCN :  
04 ADDRESS : 289 COURTLAND AVE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K4W9  
05 IND DOB : IND NAME:  
06 BUS NAME: OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA  
09 ADDRESS : 300-5575 NORTH SERVICE RD  
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X  
YEAR MAKE MODEL V.I.N.  
11  
12  
GENERAL COLLATERAL DESCRIPTION  
13 INTERMAC VACUUM PUMP 1.2KW WITH S/N - P6366P0111,  
14 PUMPS/SPINDLE/BATTERY/ELECTRICAL UPGRADES/INDUSTRIAL SPRAYING  
15 ROOM/GLASS POLISHING LINE AS PER LEASING SCHEDULE 201000039649. --  
16 AGENT: REGISTRY = RECOVERY INC.  
17 ADDRESS : 1551 THE QUEENSWAY  
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

FAMILY : 8 OF 11 ENQUIRY PAGE : 21 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 746986005 EXPIRY DATE : 19DEC 2021 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20181219 1435 8077 3796 REG TYP: REG PERIOD:  
02 IND DOB : IND NAME:  
03 BUS NAME:

OCN :  
04 ADDRESS :  
CITY : PROV: POSTAL CODE:  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE MODEL V.I.N.

11  
12

GENERAL COLLATERAL DESCRIPTION

13 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,  
14 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS  
15 IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE  
16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:

FAMILY : 8 OF 11 ENQUIRY PAGE : 22 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 746986005 EXPIRY DATE : 19DEC 2021 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20181219 1435 8077 3796 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,

14 CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

15 RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 8 OF 11 ENQUIRY PAGE : 23 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 746986005 EXPIRY DATE : 19DEC 2021 STATUS :  
01 CAUTION FILING : PAGE : 04 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20181219 1435 8077 3796 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

14 TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

15 PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 8 OF 11 ENQUIRY PAGE : 24 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 746986005 EXPIRY DATE : 19DEC 2021 STATUS :  
01 CAUTION FILING : PAGE : 05 OF 005 MV SCHEDULE ATTACHED :  
REG NUM : 20181219 1435 8077 3796 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL OR PROCEEDS OF THE COLLATERAL

14

15

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 9 OF 11 ENQUIRY PAGE : 25 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 747234738 EXPIRY DATE : 02JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :  
REG NUM : 20190102 1005 6005 7459 REG TYP: P PPSA REG PERIOD: 06  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM SURFACES INC.

OCN :  
04 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9  
05 IND DOB : IND NAME:  
06 BUS NAME: SURFACE ELEGANCE INC.

OCN :  
07 ADDRESS : 289 COURTLAND AVENUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9

08 SECURED PARTY/LIEN CLAIMANT :  
CWB NATIONAL LEASING INC.  
09 ADDRESS : 1525 BUFFALO PL (2908301)  
CITY : WPG PROV: MB POSTAL CODE: R3T 1L9  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X  
YEAR MAKE MODEL V.I.N.

11  
12  
GENERAL COLLATERAL DESCRIPTION  
13 ALL AIR COMPRESSOR, BRIDGE SYSTEM, COMPUTER SOFTWARE OF EVERY NATURE  
14 OR KIND DESCRIBED IN AGREEMENT NUMBER 2908310, BETWEEN EASYLEASE  
15 CORP., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS  
16 AGENT:  
17 ADDRESS :  
CITY : PROV: POSTAL CODE:

FAMILY : 9 OF 11 ENQUIRY PAGE : 26 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 747234738 EXPIRY DATE : 02JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :  
REG NUM : 20190102 1005 6005 7459 REG TYP: REG PERIOD:  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN :  
04 ADDRESS : 289 COURTLAND AVANUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9  
05 IND DOB : IND NAME:  
06 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :  
07 ADDRESS : 289 COURTLAND AVANUE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K 4W9

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE MODEL V.I.N.

11  
12

GENERAL COLLATERAL DESCRIPTION

13 ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS  
14 AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES  
15 AND SUBSTITUTIONS.

16 AGENT:

17 ADDRESS :  
CITY : PROV: POSTAL CODE:

FAMILY : 9 OF 11 ENQUIRY PAGE : 27 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

FILE NUMBER 747234738  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 001 OF 1 MV SCHED: 20200513 1231 6005 0406  
21 REFERENCE FILE NUMBER : 747234738  
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIFORM SURFACES INC.

25 OTHER CHANGE:  
26 REASON: AMENDMENT  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE: UNIFORM CUSTOM COUNTERTOPS INC.

OCN:  
04/07 ADDRESS: 289 COURTLAND AVENUE  
CITY: CONCORD PROV: ON POSTAL CODE: L4K 4W9  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :  
CITY : PROV : POSTAL CODE :  
CONS. MV DATE OF NO FIXED  
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10  
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12  
13 AGREEMENT NUMBER CORRECTION - 2908310  
14  
15

16 NAME : CWB NATIONAL LEASING INC.  
17 ADDRESS : 1525 BUFFALO PL (2908310)  
CITY : WPG PROV : MB POSTAL CODE : R3T 1L9



FAMILY : 10 OF 11 ENQUIRY PAGE : 28 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 753316218 EXPIRY DATE : 12JUL 2025 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20190712 1704 1462 3463 REG TYP: P PPSA REG PERIOD: 6  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS LTD.

OCN :  
04 ADDRESS : 61 AURIGA DRIVE  
CITY : OTTAWA PROV: ON POSTAL CODE: K2E8B2  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.

09 ADDRESS : 630 - 401 THE WEST MALL  
CITY : TORONTO PROV: ON POSTAL CODE: M9C5J5  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X  
11 YEAR MAKE MODEL V.I.N.  
12

GENERAL COLLATERAL DESCRIPTION

13 MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS,  
14 ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER  
15 EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN  
16 AGENT: PPSA CANADA INC. - (8154)  
17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303  
CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

FAMILY : 10 OF 11 ENQUIRY PAGE : 29 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 753316218 EXPIRY DATE : 12JUL 2025 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20190712 1704 1462 3463 REG TYP: P PPSA REG PERIOD: 6  
02 IND DOB : IND NAME:  
03 BUS NAME:

OCN :  
04 ADDRESS :  
CITY : PROV: POSTAL CODE:  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :  
CITY : PROV: POSTAL CODE:  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT  
14 LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,  
15 CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY  
16 AGENT: PPSA CANADA INC. - (8154)  
17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303  
CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

FAMILY : 10 OF 11 ENQUIRY PAGE : 30 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 753316218 EXPIRY DATE : 12JUL 2025 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :  
REG NUM : 20190712 1704 1462 3463 REG TYP: P PPSA REG PERIOD: 6

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 SECURITY ACT)

14

15

16 AGENT: PPSA CANADA INC. - (8154)

17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303

CITY : TORONTO

PROV: ON

POSTAL CODE: M2N6Y8

FAMILY : 11 OF 11 ENQUIRY PAGE : 31 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 007 MV SCHEDULE ATTACHED : X  
REG NUM : 20200127 1429 8077 4561 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIFORM CUSTOM COUNTERTOPS INC.

OCN :  
04 ADDRESS : 289 COURTLAND AVE  
CITY : CONCORD PROV: ON POSTAL CODE: L4K4W9  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :  
07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA

09 ADDRESS : 300-5575 NORTH SERVICE RD  
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X

YEAR MAKE MODEL V.I.N.  
11 2019 DAL PRETE 12119  
12 2019 MAGIC WATERFALL XADCT-300 XA2019MW601

GENERAL COLLATERAL DESCRIPTION

13 EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #  
14 201000048664. EQUIPMENT DESCRIPTION 2019 DAL PRETE MINI COMPACT  
15 PREMIUM WATER CLARIFICATION UNIT C/W ACCESSORIES, (2) NEW MAGIC  
16 AGENT: REGISTRY = RECOVERY INC.  
17 ADDRESS : 1551 THE QUEENSWAY  
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

FAMILY : 11 OF 11 ENQUIRY PAGE : 32 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 02 OF 007 MV SCHEDULE ATTACHED :  
REG NUM : 20200127 1429 8077 4561 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE

MODEL

V.I.N.

11 2019 MAGIC WATERFALL

XADCT-300

XA2019MW602

12 2019 MAGICWORX

XA2019NWD01

GENERAL COLLATERAL DESCRIPTION

13 WATERFALL 6M MODEL # XADC-600 DUST COLLECTOR EQUIPMENT, MODEL XADCT-

14 300/ ZADCT-300 C/W DUST TABLE AND ACCESSORIES, S/NO 121-19 /

15 XA2019MW601 / XA2019MW602 / XA2019NWD01 /XA2019NWD02 TOGETHER WITH

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 11 OF 11 ENQUIRY PAGE : 33 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 03 OF 007 MV SCHEDULE ATTACHED :  
REG NUM : 20200127 1429 8077 4561 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE

MODEL

V.I.N.

11 2019 MAGICWORX

XA2019NWD02

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GENERAL COLLATERAL DESCRIPTION

13 ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,

14 SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS

15 IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 11 OF 11 ENQUIRY PAGE : 34 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 04 OF 007 MV SCHEDULE ATTACHED :  
REG NUM : 20200127 1429 8077 4561 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,

14 CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS

15 RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 11 OF 11 ENQUIRY PAGE : 35 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 05 OF 007 MV SCHEDULE ATTACHED :  
REG NUM : 20200127 1429 8077 4561 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF

14 TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER

15 PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:



FAMILY : 11 OF 11 ENQUIRY PAGE : 36 OF 37  
SEARCH : BD : UNIFORM CUSTOM COUNTERTOPS LTD.

00 FILE NUMBER : 759612483 EXPIRY DATE : 27JAN 2025 STATUS :  
01 CAUTION FILING : PAGE : 06 OF 007 MV SCHEDULE ATTACHED :  
REG NUM : 20200127 1429 8077 4561 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE

MODEL

V.I.N.

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12

GENERAL COLLATERAL DESCRIPTION

13 COLLATERAL OR PROCEEDS OF THE COLLATERAL.

14

15

16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 11 OF 11 ENQUIRY PAGE : 37 OF 37  
00 REF: 759612483 01 PAGE: 07 OF 007 REG NUM: 20200127 1429 8077 4561  
YEAR (===== MAKE =====) (===== MODEL =====) (===== V.I.N. =====)  
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ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

Court File No. CV-20-00640197-00CL

<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>COMMERCIAL LIST</b>  Proceeding commenced at Toronto, Ontario	
<b>THIRD REPORT OF THE RECEIVER</b>	
<b>Harrison Pensa</b> <sup>LLP</sup> Barristers and Solicitors 450 Talbot Street, P.O. Box 3237 London, Ontario N6A 4K3	
<b>Timothy C. Hogan (LSO #36553S)</b> <b>Robert Danter (LSO#69806O)</b> Tel: (519) 679-9660 Fax: (519) 667-3362 Email: <a href="mailto:thogan@harrisonpensa.com">thogan@harrisonpensa.com</a> <a href="mailto:rdanter@harrisonpensa.com">rdanter@harrisonpensa.com</a>	
Solicitors for the Receiver, msi Spergel inc.	

ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

Court File No. CV-20-00640197-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at  
Toronto, Ontario

**MOTION RECORD**

**Harrison Pensa<sup>LLP</sup>**  
Barristers and Solicitors  
450 Talbot Street, P.O. Box 3237  
London, Ontario N6A 4K3

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Solicitors for the Receiver,  
msi Spergel inc.