

**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

**APPLICATION RECORD
(Application for Order appointing Receiver)
(Returnable on May 4, 2020 at 12:00 p.m., Via Zoom)**

VOLUME 2 OF 2

April 29, 2020

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

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

Lawyers for the Applicant,
Royal Bank of Canada

TO: **SERVICE LIST**

SERVICE LIST
ROYAL BANK OF CANADA V. UNIFORM CUSTOM COUNTERTOPS INC., et al
HEARING DATE: MAY 4, 2020 at 12:00 p.m.

TO:	SERVICE BY
<p>1. GARDINER ROBERTS LLP Bay Adelaide Centre - East Tower 22 Adelaide Street West, Suite 3600 Toronto, ON M5H 4E3</p> <p>Tim Duncan Tel: 416-865-6682 Email: tduncan@grllp.com</p> <p>Lawyers for the Respondents, Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., Uniform Surfaces Inc., Milos Bezouska and Karen Bezouska</p>	<p>tduncan@grllp.com</p>
AND TO:	
<p>2. MSI SPERGEL INC. 505 Consumers Road, Suite 200 North York ON M2J 4V8</p> <p>Mukul Manchanda Tel: 416-498-4314 Fax: 416-498-4314 Email: mmanchanda@spergel.ca</p> <p>Proposed Receiver</p>	<p>mmanchanda@spergel.ca</p> <p>pgennis@spergel.ca</p>
AND TO:	
<p>3. HARRISON PENSA LLP Barristers and Solicitors 450 Talbot Street London ON N6A 4K3</p> <p>Timothy C. Hogan Tel: 519-661-6743 Fax: 519-667-3362 Email: thogan@harrisonpensa.com</p> <p>Lawyers for msi Spergel inc.</p>	<p>thogan@harrisonpensa.com</p>
AND TO:	

4. CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office The Exchange Tower, Box 36 130 King Street West, Suite 3400 Toronto ON M5X 1K6 Diane Winters Tel: 416-952-8563 Email: diane.winters@justice.gc.ca	diane.winters@justice.gc.ca
AND TO:	
5. MINISTRY OF FINANCE Legal Services Branch College Park, 777 Bay Street, 11 th Floor Toronto ON M5G 2C8 Kevin J. O'Hara, Counsel Tel: 416-327-8436 Email: kevin.ohara@ontario.ca	kevin.ohara@ontario.ca
AND TO:	
6. INSOLVENCY UNIT Province of Ontario insolvency.unit@ontario.ca	insolvency.unit@ontario.ca
AND TO:	
7. TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC. 630 – 401 The West Mall Toronto ON M9C 5J5	customerservice@toyotacf.ca info@toyotacf.ca
AND TO:	
8. HUMBERVIEW GROUP LEASING INC. 1900 Victoria Park Avenue Toronto ON M1R 1T6 Ron Bone Vice-President, Leasing & Mobility	rbone@hgleasing.ca

AND TO:	
9. CWB NATIONAL LEASING INC. 1525 Buffalo Place (2908301) Winnipeg MB R3T 1L9	customerservice@cwbnationalleasing.com
AND TO:	
10. TANNER FINANCIAL SERVICES INC. 23 – 500 Fairway Road South, Suite 182 Kitchener ON N2C 1X3	info@tannerlease.com
AND TO:	
11. BUSINESS DEVELOPMENT BANK OF CANADA 201 City Centre Drive, Suite 301 Mississauga ON L5B 2T4	ruth.thomson@bdc.ca lori.matson@bdc.ca
AND TO:	
12. SCI LEASE CORP. 7030 Woodbine Avenue, Suite 600 Markham ON L3R 6G2	help@scileasecorp.com
AND TO:	
13. HYUNDAI CAPITAL LEASE INC. HYUNDAI MOTOR FINANCE 123 Front Street, Suite 1000 Toronto ON M5J 2M3	info@hyundaicapital.ca
AND TO:	
14. YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311 c/o CPO Canadian Properties Operator Management Inc. 7250 Keele Street, Unit 420, 2 nd Floor Concord ON L4K 1Z8	cpomanagement@gmail.com

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TAB	DOCUMENT
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2	Affidavit of David R. Kennedy sworn April 29, 2020 and the Exhibits thereto
A	Exhibit “A” – Corporation Profile Report for Uniform Custom Countertops Inc. (“UCCI”)
B	Exhibit “B” – Corporation Profile Report for Uniform Custom Countertops Ltd. (“UCCL”)
C	Exhibit “C” – Corporation Profile Report for Uniform Surfaces Inc. (“USI”)
D	Exhibit “D” – UCCI Loan Agreement
E	Exhibit “E” – General Security Agreement dated March 21, 2016 signed by UCCI
F	Exhibit “F” – Guarantee and Postponement of Claim dated August 25, 2016 signed by UCCL, limited to the principal sum of \$3,142,792.27
G	Exhibit “G” – General Security Agreement signed by UCCL in favour of RBC dated March 21, 2016
H	Exhibit “H” – Guarantee and Postponement of Claim dated August 25, 2016 signed by USI, limited to the principal sum of \$3,142,792.27
I	Exhibit “I” – General Security Agreement signed by USI in favour of RBC dated March 21, 2016; Collateral Mortgage
J	Exhibit “J” – Joint and several Guarantee and Postponement of Claim dated August 29, 2016 signed by Milos Bezouska (“Milos”) and Karen Bezouska (“Karen”), limited to the principal sum of \$514,000.00
K	Exhibit “K” – Letter of Independent Legal Advice executed by Karen on August 29, 2016
L	Exhibit “L” – Certified PPSA Search Results for UCCI
M	Exhibit “M” – UCCL Loan Agreement dated July 24, 2019
N	Exhibit “N” – Guarantee and Postponement of Claim dated March 21, 2016 signed by UCCI, limited to the principal sum of \$210,000.00

TAB	DOCUMENT
O	Exhibit “O” – Guarantee and Postponement of Claim dated March 21, 2016 signed by USI, limited to the principal sum of \$210,000.00
P	Exhibit “P” – Certified PPSA Search Results for UCCL
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R	Exhibit “R” – Parcel Register for Keele Street Property
S	Exhibit “S” – Engagement Letter and consent of the Companies to the Consultant
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Z	Exhibit “Z” – Letter to UCCI dated April 13, 2020
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CC	Exhibit “CC” – Email dated April 24, 2020 from Keith Waugh, RBC Business Banking Advisor
DD	Exhibit “DD” – Email exchange between Mr. Manchanda and Ms. Amaral
EE	Exhibit “EE” – Email from Cathy Bertucci, RBC Senior Commercial Account Manager dated April 28, 2020
FF	Exhibit “FF” – Email from Rachel Moses to Tim Duncan
GG	Exhibit “GG” – Consent of msi Spergel inc.
3	Draft Order (appointing Receiver)
4	Consent to Receivership Order; email from counsel for the Respondents



This is Exhibit N^o referred to in the
affidavit of D. KENNEDY
sworn before me, this 29
day of APRIL 2020

Royal Bank of Canada

Guarantee and Postponement of Claim


COMMISSIONER FOR TAKING AFFIDAVITS

SRF: 313361024

Borrower: UNIFORM CUSTOM COUNTERTOPS LTD.

1181 DAVIS DR
2ND FLR
NEWMARKET
ONTARIO
L3Y 8R1
CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **UNIFORM CUSTOM COUNTERTOPS LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$210,000.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

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

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

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

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

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

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

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

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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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

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

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

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

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

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

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

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EXECUTED this 03 / 21 / 2016
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Asad Melikov
Witness Signature:
Asad Melikov
Name:

[Signature]
UNIFORM CUSTOM COUNTERTOPS INC.

Milos Bezouska
President

Witness Signature:

Name:

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

UNIFORM CUSTOM COUNTERTOPS INC.
289 COURTLAND AVENUE
CONCORD
ONTARIO
L4K4W9
CA

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Royal Bank of Canada
Guarantee and Postponement of Claim

SRF: 313361024
Borrower: UNIFORM CUSTOM COUNTERTOPS LTD.

This is Exhibit 5011 referred to in the
affidavit of D. K. S. J. J. J.
sworn before me, this 29
day of APRIL 2020

1181 DAVIS DR
2ND FLR
NEWMARKET
ONTARIO
L3Y 8R1
CA

A COMMISSIONER FOR TAKING AFFIDAVITS

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **UNIFORM CUSTOM COUNTERTOPS LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$210,000.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

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

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

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

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

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

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

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

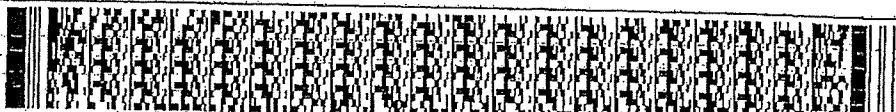
(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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

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

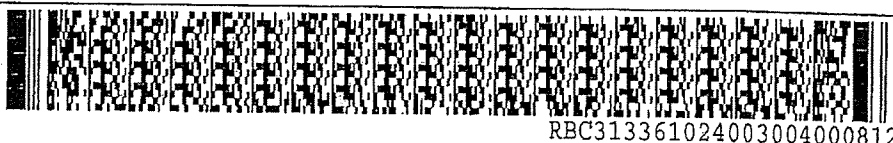
(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

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

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

(Applicable in all P.P.S.A. except Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

Please do not write in this area



RBC313361024003004000812

EXECUTED this

03/21/2016

(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature:

Asad Melikov

Name:

Witness Signature:

Name:

UNIFORM SURFACES INC.

Milos Bezouska
President

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

UNIFORM SURFACES INC.
289 COURTLAND AVE.
VAUGHAN
ONTARIO
L4K4W9
CA

Please do not write in this area



RBC313361024004004000812

Resolution of Directors

UNIFORM SURFACES INC. (the "Guarantor")

SRF: 313361024

Borrower: UNIFORM CUSTOM COUNTERTOPS LTD.

1181 DAVIS DR
2ND FLR
NEWMARKET
ONTARIO
L3Y 8R1
CA

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to **UNIFORM CUSTOM COUNTERTOPS LTD.** (the "Customer") in connection with its borrowings, both present and future, from **ROYAL BANK OF CANADA** (the "Bank").

NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank; provided that the liability of the Guarantor shall be limited to the sum of **\$210,000.00** together with interest from the date of demand for payment at the **Bank's Prime Interest Rate plus 5.00 percent per annum**;

For the purposes hereof (where applicable), Prime Interest Rate means the annual rate of interest announced from time to time by the Bank as a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada.

2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.

3. THAT the Guarantee and Postponement of Claim upon the Bank's form, a copy of which has been submitted to this meeting, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required)

by Milos Bezouska, President
(IDENTIFY BY NAME AND TITLE)

and _____
(IDENTIFY BY NAME AND TITLE)

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee and Postponement of Claim/Suretyship and Subordination of Claims so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. THAT a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be

Please do not write in this area



RBC313361024001002000222

given to the branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3 of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constating documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this
seal of the Guarantor.

03/21/2016

(MONTH)(DAY)(YEAR)

, as witness, where required by law, under the corporate

(Corporate Seal where required by law)

Secretary

Milos Bezouska
President

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RBC31336102400200200222

REPORT : PSSR060
PAGE : 1
(3954)

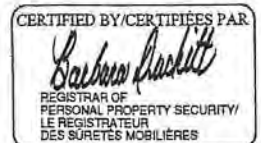
FILE CURRENCY : 05APR 2020

ENQUIRY NUMBER 20200406135450.96 CONTAINS 45 PAGE(S), 19 FAMILY(IES).

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

CYBERBAHN, A THOMSON REUTERS BUSINESS

333 BAY STREET, STE. 400
TORONTO ON M5H 2R2



(crfj5 06/2019)

Ontario 

This is Exhibit Pr referred to in the
affidavit of D. K. KUMAR
sworn before me, this 29
day of APRIL 2020

A COMMISSIONER FOR TAKING AFFIDAVITS

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 2
(3955)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR LEASE

00 FILE NUMBER
759612483

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 007 X 20200127 1429 8077 4561 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

04 ADDRESS 289 COURTLAND AVE CONCORD ON L4K4W9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / ROYAL BANK OF CANADA

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

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

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE 2019 DAL PRETE XADCT-300 XA2019MM601

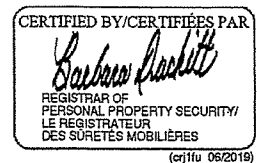
13 GENERAL EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #
14 COLLATERAL 201000040664. EQUIPMENT DESCRIPTION 2019 DAL PRETE MINI COMPACT
15 DESCRIPTION PREMIUM WATER CLARIFICATION UNIT C/W ACCESSORIES, (2) NEW MAGIC

16 REGISTERING REGISTRY = RECOVERY INC.

17 AGENT ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 3



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 3
(3956)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM ID : FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
759612483

01 CREDIT PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 007 20200127 1429 8077 4561

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

COLLATERAL CLASSIFICATION

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

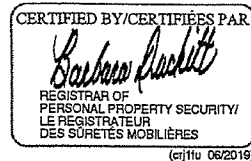
11 YEAR MAKE MODEL VIN
12 2019 MAGIC WATERFALL XADCT-300 XA2019MW602
VEHICLE 2019 MAGICWORK XA2019NWD01

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

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 4
(3957)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 13 FINANCING STATEMENT / CLAIM FOR LEND

00 FILE NUMBER
759612483

01 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 007 20200127 1429 8077 4561

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /

09 LEND CLAIMANT ADDRESS

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

11 YEAR MAKE MODEL VIN
12 MOTOR 2019 MAGIEWORK RA2019NWD02

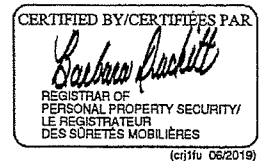
13 GENERAL ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
14 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
15 DESCRIPTION IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

16 REGISTERING

17 AGENT ADDRESS

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

CONTINUED...



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 5
(3958)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM ID: FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759612483

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
	04	007		20200127 1429 8077 4561		

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO. FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS OTHER

INCLUDED

MATURITY OR

MATURITY DATE

YEAR MAKE

MODEL

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

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

REGISTERING

AGENT

ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
Barbara MacLennan
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c) 11u 06/2019

Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 6
(3959)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
759612483

01 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
05 007 20200127 1429 8077 4561

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /

09 LIEN CLAIMANT ADDRESS

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

11 MOTOR YEAR MAKE MODEL

12 VEHICLE

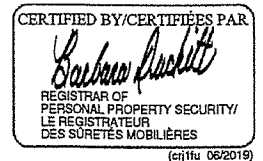
13 GENERAL COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
14 COLLATERAL TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
15 DESCRIPTION PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

16 REGISTERING

17 AGENT ADDRESS

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

CONTINUED...



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 7
(3960)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 40 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
759612483

00

CAPTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF PAGES	SCHEDULE	NUMBER	INDEX	PERIOD
	06	007		20200127 1429 8077 4561		

01

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

02

DEBTOR
NAME

03

BUSINESS NAME

04

ADDRESS

ONTARIO CORPORATION NO.

05

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

06

DEBTOR
NAME

07

BUSINESS NAME

ONTARIO CORPORATION NO.

08

ADDRESS

09

SECURED PARTY /
LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

10

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

11

YEAR MAKE

MODEL

VIN

12

MOTOR
VEHICLE

13

GENERAL

COLLATERAL OR PROCEEDS OF THE COLLATERAL.

14

COLLATERAL

15

DESCRIPTION

16

REGISTERING

17

AGENT

ADDRESS

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

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR
Barbara Ruskitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c)11u 08/2019

Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 8
(3961)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 46 MOTOR VEHICLE SCHEDULE

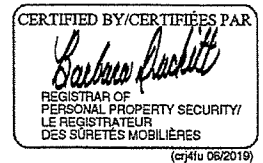
00 FILE NUMBER
759612483

01 PAGE TOTAL
NO. OF PAGES 07 007
REGISTRATION
NUMBER
20200127 1429 8077 4561

41 YEAR MAKE MODEL VIN
42
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52
53
54
55
56

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

CONTINUED...



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 9
(3962)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 11 FINANCING STATEMENT / CLAIM FOR PPSA

00 FILE NUMBER
753316218

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 003 20190712 1704 1462 3463 F PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS LTD.

04 ADDRESS 61 AURIGA DRIVE OTTAWA ONTARIO CORPORATION NO. K2E8B2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

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

09 THEN CLAIMANT ADDRESS 630 - 401 THE WEST MALL TORONTO ON M9C5J5

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

11 YEAR MAKE MODEL

12 MOTOR VEHICLE

13 GENERAL MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS,
14 COLLATERAL ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER
15 DESCRIPTION EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN

16 REGISTERING PPSA CANADA INC. - (8154)

17 AGENT ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
Barbara Buckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c)11u 06/2019

Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 10
(3963)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 10 - FINANCIAL STATEMENT / CLAIM FOR ITEM

00 FILE NUMBER
753316218

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 003 20190712 1704 1462 3463 P PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /

09 CHARGE ADDRESS

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

11 YEAR MAKE MODEL VIN

12 MOTOR VEHICLE

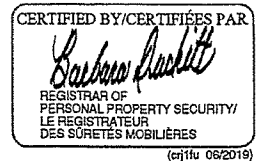
13 GENERAL WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT
14 COLLATERAL LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,
15 DESCRIPTION CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY

16 REGISTERING PPSA CANADA INC. - (8154)

17 AGENT ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 11



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR050
PAGE : 11
(3964)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
753316218

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 003 20190712 1704 1462 3463 P PFSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /

09 LIEN CLAIMANT ADDRESS

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

11 YEAR MAKE MODEL VIN

12 MOTOR VEHICLE

13 GENERAL SECURITY ACT)

14 COLLATERAL

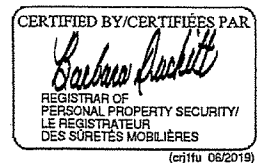
15 DESCRIPTION

16 REGISTERING PPSC CANADA INC. - (8154)

17 AGENT ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

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

CONTINUED... 12



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 12
(3965)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR LEEN

00 FILE NUMBER
751347711

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20190517 1404 1462 1452 P PPSA 5

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

04 ADDRESS 289 COURTLAND AVE. CONCORD ON L4K4W9

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / HUMBERVIEW GROUP LEASING INC.

09 LENDOR NAME ADDRESS 1900 VICTORIA PARK AVE. TORONTO ON M1R1T6

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X 48875 31MAY2024

11 YEAR MAKE MODEL VIN
12 MOTOR 2018 JEEP WRANGLER UNLIMITED 1C4BJWEG3JL902012

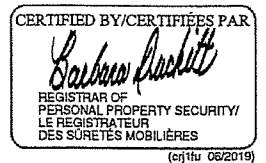
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING HUMBERVIEW GROUP LEASING INC.

17 AGENT ADDRESS 1900 VICTORIA PARK AVE. TORONTO ON M1R1T6

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

CONTINUED... 13



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 13
(3966)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY 05APR 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LEIN

00 FILE NUMBER
750061854

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20190411 1406 1462 5181 P PPSA 5

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

04 ADDRESS 289 COURTLAND AVE. CONCORD ON L4K4W9

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / HUMBERVIEW GROUP LEASING INC.

09 THEN CLAIMANT ADDRESS 1900 VICTORIA PARK AVE. TORONTO ON M1R1T6

10 COMLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X 55995 30APR2024

11 YEAR MAKE MODEL VIN
12 MOTOR 2019 JEEP WRANGLER UNLIMITED 1C4RJXEG1KW589879

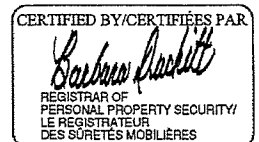
13 GENERAL
14 COMLATERAL
15 DESCRIPTION

16 REGISTERING HUMBERVIEW GROUP LEASING INC.

17 ADDRESS 1900 VICTORIA PARK AVE. TORONTO ON M1R1T6

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

CONTINUED... 14



(c)11u 06/2019



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 14
(3967)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY 05APR 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 TITLE NUMBER
747234738

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20190102 1005 6005 7459 P PPSA 06

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR BUSINESS NAME UNIFORM SURFACES INC. ONTARIO CORPORATION NO.

04 ADDRESS 289 COURTLAND AVENUE CONCORD ON L4K 4W9

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR BUSINESS NAME SURFACE ELEGANCE INC. ONTARIO CORPORATION NO.

07 ADDRESS 289 COURTLAND AVENUE CONCORD ON L4K 4W9

08 SECURED PARTY / CWB NATIONAL LEASING INC.

09 LIEN CLAIMANT ADDRESS 1525 BUFFALO PL (2908301) WPG MB R3T 1L9

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

11 YEAR MAKE MODEL SYSTEM

12 MOTOR VEHICLE

13 GENERAL ALL AIR COMPRESSOR, BRIDGE SYSTEM, COMPUTER SOFTWARE OF EVERY NATURE
14 COLLATERAL OR KIND DESCRIBED IN AGREEMENT NUMBER 2908310, BETWEEN EASYLEASE
15 DESCRIPTION CORP., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS

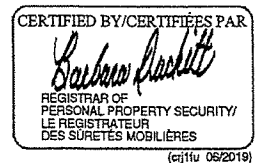
16 REGISTERING

17 AGENT ADDRESS

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

CONTINUED...

15



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 15
(3968)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 1C FINANCING STATEMENT CLAIM FOR LIRM

FILE NUMBER
747234738

CAUTION PAGE MODEL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20190102 1005 6005 7459

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS LTD.

ADDRESS 289 COURTLAND AVANUE CONCORD ON L4K 4W9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

ADDRESS 289 COURTLAND AVANUE CONCORD ON L4K 4W9

SECURED PARTY /

ATTN CLERK

ADDRESS

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

YEAR MAKE MODEL VEHICLE

MOTOR VEHICLE

GENERAL ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS
COLLATERAL AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES
DESCRIPTION AND SUBSTITUTIONS.

REGISTERING

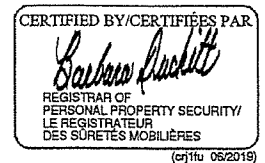
AGENT

ADDRESS

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

CONTINUED...

16



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 16
(3969)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 16 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
745986005

CAPTION	PAGE	TOTAL	MOTOR-VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO	OF	SCHEDULE	NUMBER	UNDER	PERIOD
01	01	005		20181219 1435 8077 3796	P PFSA	3

DEBTOR NAME
UNIFORM CUSTOM COUNTERTOPS INC.

ADDRESS
289 COURTLAND AVE
CONCORD
ONTARIO CORPORATION NO.
ON L4K4W9

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

ADDRESS
ONTARIO CORPORATION NO.

SECURED PARTY /
ALLEN CHANDAY
ADDRESS
300-5575 NORTH SERVICE RD
BURLINGTON
ON L7L 6M1

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

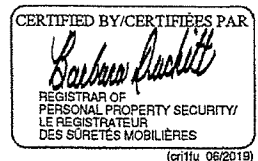
YEAR MAKE
MODEL
MOTOR
VEHICLE

GENERAL
COLLATERAL
DESCRIPTION
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. --

REGISTERING
AGENT
ADDRESS
1551 THE QUEENSWAY
TORONTO
ON M8Z 1T5

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

CONTINUED... 17



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 17
(3970)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

BORN TO FINANCING STATEMENT CREDIT FOR LIEN

00 FILE NUMBER
746986005

01 CREDITON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 005 20181219 1435 8077 3796

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

11 YEAR MAKE MODEL INVENTION

12 MOTOR VEHICLE

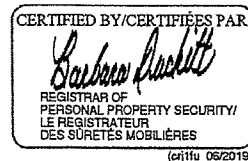
13 GENERAL TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS,
14 COLLATERAL SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS
15 DESCRIPTION IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

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Ontario

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 18
(3971)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR LEASE

00 FILE NUMBER
746986005

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 005 20181219 1435 8077 3796

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
09 LENDER CLAIMANT ADDRESS

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

11 YEAR MAKE MODEL VIN

12 MOTOR
VEHICLE

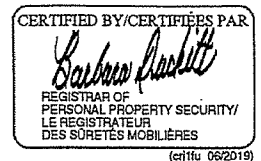
13 GENERAL COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY,
14 COLLATERAL CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS
15 DESCRIPTION RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

19



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 19
(3972)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

CORRECT FINANCING STATEMENT / CLAIM FOR LIES

00 FILE NUMBER
746986005

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 005 20181219 1435 8077 3796

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY

09 LIES CLAIMANT ADDRESS

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

11 YEAR MAKE MODEL WEIGHT

12 MOTOR VEHICLE

13 GENERAL COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF
14 COLLATERAL TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER
15 DESCRIPTION PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE

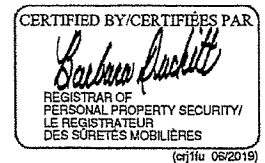
16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

20



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 20
(3973)

TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY: 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR DEED

00 FILE NUMBER
746986005

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
05 005 20181219 1435 8077 3796

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR
NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

09 LENDER CLAIMANT

ADDRESS

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

11 YEAR MAKE MODEL VIN

12 MOTOR
VEHICLE

13 GENERAL COLLATERAL OR PROCEEDS OF THE COLLATERAL

14 COLLATERAL
DESCRIPTION

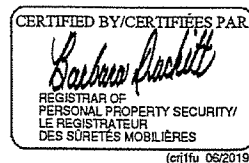
16 REGISTERING
AGENT

ADDRESS

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

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21



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 21
(3974)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR FIRM

00 FILE NUMBER
746499645

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20181204 1043 2366 0133 P PFSA 04

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

04 ADDRESS 289 COURTLAND AVENUE CONCORD ONT L4K 4W9

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS LTD.

07 ADDRESS 61 ADRIGA DRIVE, UNIT B OTTAWA ONT K2E 8B2

08 SECURED PARTY / TANNER FINANCIAL SERVICES INC.

09 THE CLAIMANT ADDRESS 23-500 FAIRWAY RD. S. SUITE 182 KITCHENER ONT N2C 1X3

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
80000 X

11 YEAR MAKE MODEL VIN

12 MOTOR VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

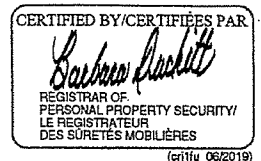
16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

22



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 22
(3975)

TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY: 05APR 2020

FORM 26 FINANCING STATEMENT CLAIM FOR LIEN

00 FILE NUMBER
743878161

01 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20180918 1705 1462 8040 P PFSA 6

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

04 ADDRESS 289 COURTLAND AVE. CONCORD ON L4K4W9

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

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / HUMBERVIEW GROUP LEASING INC.

09 TEN CLAMANT ADDRESS 1900 VICTORIA PARK AVE. TORONTO ON M1R1T6

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X 35941 30SEP2024

11 YEAR MAKE MODEL VIN
12 MOTOR 2018 FORD TRANSIT CONNECT NM0LS2F70J1380924

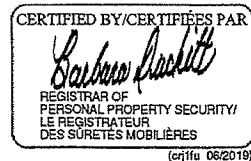
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING HUMBERVIEW GROUP LEASING INC.

17 AGENT ADDRESS 1900 VICTORIA PARK AVE. TORONTO ON M1R1T6

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

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Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
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ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 23
(3976)

TYPE OF SEARCH: BUSINESS DESTOR
SEARCH CONDUCTED ON: UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY: 05APR 2020

FORM 26 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
735986349

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 1 20180126 1207 1590 1870 P PPSA 25

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

04 ADDRESS 289 COURTLAND AVENUE CONCORD ON L4K 4W9
ONTARIO CORPORATION NO. 1267283

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

07 ADDRESS 1586 BONHILL ROAD MISSISSAUGA ON L5T 1C7
ONTARIO CORPORATION NO. 1267283

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA

09 LIEN CLAIMANT ADDRESS 201 CITY CENTRE DRIVE, SUITE 301 MISSISSAUGA ON L5B 2T4

10 COLD/UNRAID CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X

11 YEAR MAKE MODEL VIN

12 MOTOR VEHICLE

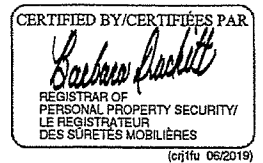
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT SPEIGEL NICHOLS FOX LLP (IT-278)

17 ADDRESS 30 EGLINTON AVENUE WEST, SUITE 400 MISSISSAUGA ON L5R 3E7

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

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Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 24
(3977)

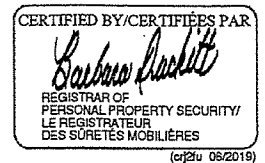
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CATION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER
01	01	001		20180126 1453 1590 1901	
21	RECORD	FILE NUMBER	735986349		
	REFERENCED				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
			B RENEWAL	YEARS	PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR /	BUSINESS NAME	UNIFORM CUSTOM COUNTERTOPS INC.		
	TRANSFEROR				
25	OTHER CHANGE				
26	REASON /				
27	DESCRIPTION				
28					
02 /	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR /				
03 /	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04 / 07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY / LHM CLAIMANT / ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
	YEAR	MAKE	MODEL	V. I. N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COUNTERPART				
15	DESCRIPTION				
16	REGISTERING AGENT OR	SPEIGEL NICHOLS FOX LLP (IT-17-278)			
17	SECURED PARTY /	30 EGLINTON AVENUE WEST, SUITE 400	MISSISSAUGA	ON	LSR 3E7
	LHM CLAIMANT				

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

CONTINUED... 25



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 25
(3978)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735986421

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20180126 1209 1590 1876	P PPSA	25

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME	BUSINESS NAME	ADDRESS	CONCORD	ONTARIO CORPORATION NO.
	UNIFORM CUSTOM COUNTERTOPS LTD.	289 COURTLAND AVENUE		2135457
			ON	L4K 4W9

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

DEBTOR NAME	BUSINESS NAME	ADDRESS	MISSISSAUGA	ONTARIO CORPORATION NO.
	UNIFORM CUSTOM COUNTERTOPS LTD.	1586 BONHILL ROAD		2135457
			ON	L5T 1C7

SECURED PARTY / LEND CLAIMANT	ADDRESS	MISSISSAUGA	ON	L5B 2T4
	BUSINESS DEVELOPMENT BANK OF CANADA	201 CITY CENTRE DRIVE, SUITE 301		

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

MOTOR VEHICLE	YEAR MAKE	MODEL	YEAR

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING AGENT : SPEIGEL NICHOLS FOX LLP (IT-278)

ADDRESS	MISSISSAUGA	ON	L5R 3E7
30 EGLINTON AVENUE WEST, SUITE 400			

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

CONTINUED... 26

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

(01/11/06/2019)

Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 26
(3979)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 20 FINANCING CHANGE STATEMENT / CHANGÉ STATEMENT

CAUTION	PAGE	TOTAL MOTOR VEHICLE	REGISTRATION	REGISTERS
FILE NO.	OF	PAGES	SCHEDULE	NUMBER
01	01	001	20180126 1453 1590 1907	
21	RECORD	FILE NUMBER	735986421	
22	REFERENCE	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED
23	REFERENCE	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED
24	DEBTOR/	BUSINESS NAME	UNIFORM CUSTOM COUNTERTOPS LTD.	
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
02/	DEBTOR/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL
03/	TRANSFER	BUSINESS NAME		
04/07	ADDRESS			
29	ASSIGNOR			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
09	ADDRESS			
10	COLLATERAL CLASSIFICATION			
11	CONSUMER			
12	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT
13	DATE OF			
14	NO. FIXED			
15	YEAR	MAKE	MODEL	V.I.N.
16	MOTOR			
17	VEHICLE			
18	GENERAL			
19	COLLATERAL			
20	DESCRIPTION			
21	REGISTERING AGENT OR			
22	SECURED PARTY/	ADDRESS		
23	LIEN CLAIMANT			

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

CONTINUED... 27

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

(01214 06/2019)

Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 27
(3980)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
735757677

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 005 20180117 1623 8077 6032 P PPSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

04 ADDRESS 289 COURTLAND AVE CONCORD ONTARIO CORPORATION NO. L4K4W9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

09 LIEN CLAIMANT ADDRESS 180 WELLINGTON ST WEST, 5TH FL TORONTO ON M5J 1J1

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE GOLDSCHMIDT LCR 7233 M-O/V 8560

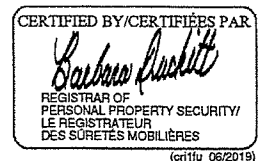
13 GENERAL GOLDSCHMIDT STRAIGHT HORIZONTAL EDGE POLISHING MACHINE, MODEL
14 COLLATERAL # LCR 7233 M-O/V WITH ALL ATTACHMENTS(S/N 8560) TOGETHER WITH ALL
15 DESCRIPTION ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,

16 REGISTERING REGISTRY = RECOVERY INC.

17 AGENT ADDRESS 1551 THE QUEENSWAY TORONTO ON M8Z 1T5

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

CONTINUED... 28



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 28
(3981)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
735757677

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
02 005 20180117 1623 8077 6032

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

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

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

11 YEAR MAKE MODEL VEHICLE

12 MOTOR VEHICLE

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

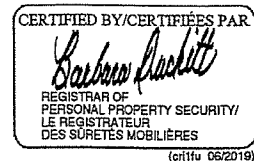
16 REGISTERING

17 AGENT ADDRESS

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

CONTINUED...

29



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 29
(3982)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
735757677

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
03 005 20160117 1623 8077 6032

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT

ADDRESS

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

11 MOTOR YEAR MAKE MODEL VIN

12 VEHICLE

13 GENERAL IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR
14 COLLATERAL OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL
15 DESCRIPTION PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND

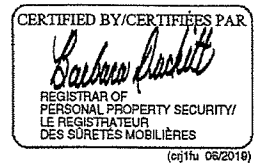
16 REGISTERING
17 AGENT

ADDRESS

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

CONTINUED...

30



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 30
(3983)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
735757677

01 CHAIRMAN PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 005 20180117 1623 6077 6032

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

09 LIEN CLAIMANT ADDRESS

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

11 YEAR MAKE MODEL VEHICLE

12 MOTOR VEHICLE

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

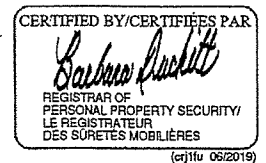
16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

31



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 31
(3984)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 1C - FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
735757677

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILE NO.	NO.	OF PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
01	05	005		20180117 1623 8077 6032		

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /

09 THEN CLAIMANT ADDRESS

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

11 YEAR MAKE MODEL VIN

12 MOTOR VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

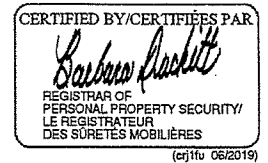
16 REGISTERING

17 AGENT ADDRESS

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

CONTINUED...

32



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR050
PAGE : 32
(3985)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM TO : FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
729077499

CRUITION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO	OF	SCHEDULE	NUMBER	UNDER	PERIOD
01	01	001	20170623 1408 1462 5386	F	PESA	4

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

ADDRESS 289 COURTLAND AVE. CONCORD ON L4K4W9

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / HUMBVIEW GROUP LEASING INC.

LIEN CLAIMANT ADDRESS 1900 VICTORIA PARK AVE. TORONTO ON M1R1T6

COMPTERIAL CLASSIFICATION	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED
										MATURITY OR	MATURITY DATE
									54182	30JUN2021	

MOTOR YEAR MAKE MODEL VIN
2017 CHEVROLET SILVERADO 1G61KUEG5HF192911

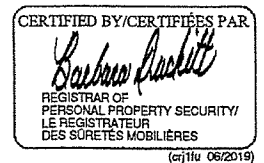
GENERAL
COLLATERAL
DESCRIPTION

REGISTERING HUMBVIEW GROUP LEASING INC.

AGENT ADDRESS 1900 VICTORIA PARK AVE. TORONTO ON M1R1T6

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

CONTINUED... 33



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 33
(3986)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM ID : FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
723038382

CATION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
01	01	001	20161202	1006 1462 7990	F	PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

ADDRESS 289 COURTLAND AVE. CONCORD ON L4K4W9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME HUMBVIEW GROUP LEASING INC. ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY HUMBVIEW GROUP LEASING INC.

FILE CHAINMENT ADDRESS 1900 VICTORIA PARK AVE. TORONTO ON M1R1T6

COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED			
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
X					X	88156		02DEC2021

YEAR MAKE MODEL VIN
2017 LAND ROVER DISCOVERY SPORT SA6CT2BG3HH645080

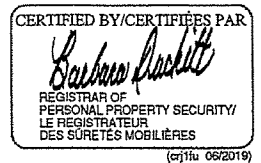
GENERAL COLLATERAL DESCRIPTION

REGISTERING HUMBVIEW GROUP LEASING INC.

AGENT ADDRESS 1900 VICTORIA PARK AVE. TORONTO ON M1R1T6

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

CONTINUED... 34



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 34
(3987)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM IC FINANCING STATEMENT / CLAIM FOR BIRTH

FILE NUMBER
722813409

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	01	001		20161125 1014 1462 5754	F PPSA	5

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

UNIFORM CUSTOM COUNTERTOPS INC.

ADDRESS

289 COURTLAND AVE.

CONCORD

ONTARIO CORPORATION NO.
ON L4K4W9

DATE OF BIRTH

FIRST GIVEN NAME

INITIAL

SURNAME

DEBTOR

NAME

BUSINESS NAME

ADDRESS

ONTARIO CORPORATION NO.

SECURED PARTY

HUMBERVIEW GROUP LEASING INC.

ALIEN CREDITANT

ADDRESS

1900 VICTORIA PARK AVE.

TORONTO

ON

M1R1T6

COLLATERAL CLASSIFICATION

CONSUMER

MOTOR VEHICLE

AMOUNT

DATE OF

NO. FIXED

GOODS

INVENTORY

EQUIPMENT

ACCOUNTS

OTHER

INCLUDED

MATURITY

OR

MATURITY DATE

X

X

X

X

X

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X

X

YEAR MAKE

2016 LAND ROVER

MODEL

RANGE ROVER

VIN

SALGVZEF0GA303611

MOTOR

VEHICLE

GENERAL

COLLATERAL

DESCRIPTION

REGISTERING

AGENT

HUMBERVIEW GROUP LEASING INC.

ADDRESS

1900 VICTORIA PARK AVE.

TORONTO

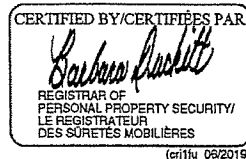
ON

M1R1T6

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

CONTINUED...

35



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 35
(3988)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
718975422

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CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
001	1		20160726 1544 1219 3825	P	PPSA	06

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
04AUG1966 MILOS BEZOUSKA

NAME BUSINESS NAME
50 DE ROSE AVE BOLTON ON L7E 1B4

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
289 COURTLAND AVE CONCORD ON L4K 4W9

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.
289 COURTLAND AVE CONCORD ON L4K 4W9

SECURED PARTY / LITEN CLAIMANT
SCI LEASE CORP
7030 WOODBINE AVE. SUITE 600 MARKHAM ON L3R 6G2

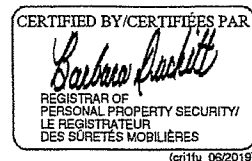
COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO-FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
X X X X 59002 01SEP2022

MOTOR YEAR MAKE MODEL V-LEAD
2016 JEEP GRAND CHEROKEE 164URPCCG7GC413915

GENERAL COLLATERAL DESCRIPTION
D+H LIMITED PARTNERSHIP (SCI LEASE CORP)
939 EGLINTON AVENUE EAST, SUITE 201 TORONTO ON M4G 4H7

REGISTERING AGENT
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***

CONTINUED... 36



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 36
(3989)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENTLY : 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LITIGATION

FILE NUMBER
717471594

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO	OF	SCHEDULE	NUMBER	UNDER	PERIOD
001	2		20160608 1544 1902 6162	P	PESA	06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS LTD.

ADDRESS 289 COURTLAND AVENUE CONCORD ON L4K 4W9

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY HYUNDAI CAPITAL LEASE INC.

DEBTOR NAME BUSINESS NAME 123 FRONT STREET, SUITE 1000 TORONTO ON M5J 2M3

ADDRESS

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

YEAR MAKE MODEL VIN
2016 HYUNDAI ACCENT KMHC25AE1GU276343

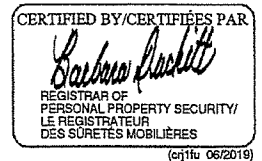
GENERAL TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS
COLLATERAL SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN
DESCRIPTION ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS

REGISTERING AVS SYSTEMS INC.

AGENT ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

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

CONTINUED... 37



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 37
(3990)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER
717471594

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20160608 1544 1902 6162

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY / HYUNDAI MOTOR FINANCE

09 LITEN CLAIMANT ADDRESS 123 FRONT STREET, SUITE 1000 TORONTO ON M5J 2M3

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

11 YEAR MAKE MODEL VIN

12 MOTOR VEHICLE

13 GENERAL WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER
14 COLLATERAL PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE
15 DESCRIPTION COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING

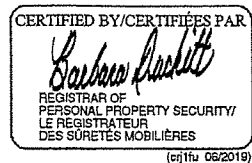
17 AGENT

ADDRESS

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

CONTINUED...

38



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 38
(3991)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
715428954

00

01

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
	01	005		20160406 1638 8077 4203	F PPSA	10

02
03

DEBTOR NAME
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME

04

BUSINESS NAME
UNIFORM CUSTOM COUNTERTOPS INC.
ADDRESS
289 COURTLAND AVENUE
CONCORD
ONTARIO CORPORATION NO.
ON L4K4W9

05
06

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

07

ADDRESS
ONTARIO CORPORATION NO.

08
09

SECURED PARTY / LIEN CLAIMANT
ROYAL BANK OF CANADA
ADDRESS
300-5575 NORTH SERVICE RD
BURLINGTON
ON L7L 6M1

10

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

11
12

YEAR MAKE
MODEL
VEHICLE

13
14
15

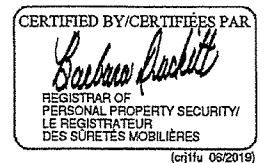
GENERAL
COLLATERAL
DESCRIPTION
AS PER MASTER LEASE AGREEMENT DATED APRIL 6, 2016 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL

16
17

REGISTERING AGENT
REGISTRY = RECOVERY INC.
ADDRESS
1551 THE QUEENSWAY
TORONTO
ON MBZ 1T5

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

CONTINUED... 39



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 39
(3992)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
715428954

CREDIT	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
02	005			20160406 1638 8077 4203		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY ROYAL BANK OF CANADA

LIEN CLAIMANT ADDRESS 180 WELLINGTON ST WEST, 5TH FL TORONTO ON M5J 1J1

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

YEAR MAKE MODEL VIN

MOTOR VEHICLE

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

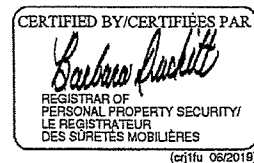
REGISTERING AGENT

ADDRESS

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

CONTINUED...

40



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 40
(3993)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM NO. FINANCING STATEMENT / CLAIM FOR LIEN

TITLE NUMBER
715428954

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	03	005		20160406 1638 8077 4203		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY /

LIEN CLAIMANT

ADDRESS

COLLATERAL CLASSIFICATION

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

YEAR MAKE

MODEL

VEHICLE

MOTOR VEHICLE

GENERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS
COLLATERAL IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR
DESCRIPTION OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL

REGISTERING

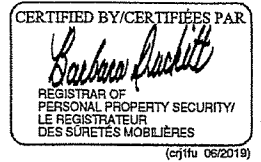
AGENT

ADDRESS

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

CONTINUED...

41



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 41
(3994)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENTLY : 05APR 2020

FORM 40 FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER
715428954

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
04 005 20160406 1638 8077 4203

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

04 ADDRESS

ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS

ONTARIO CORPORATION NO.

08 SECURED PARTY /

09 LITEN CREDITANT ADDRESS

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

11 YEAR MAKE MODEL VEHICLE

12 MOTOR VEHICLE

13 GENERAL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND
14 COLLATERAL RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR
15 DESCRIPTION COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE

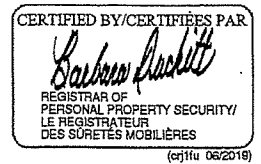
16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

42



Ontario

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 42
(3995)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
715428954

CAPTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
	05	005		20160406 1638 8077 4203		

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT ADDRESS

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

YEAR MAKE MODEL VIN

MOTOR VEHICLE

GENERAL COLLATERAL.

COLLATERAL DESCRIPTION

REGISTERING AGENT ADDRESS

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

CONTINUED...

43

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

(e/11u 06/2019)

Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 43
(3996)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER
714609567

00

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	01	001		20160308 1950 1531 2817	P PPSA	S

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

04 ADDRESS 289 COURTLAND AVENUE CONCORD ON L4K 4W9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

09 LITEN CLAIMANT ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

10 COLLATERAL CLASSIFICATION: CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED

GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY	OR	MATURITY DATE
X	X	X	X	X	X			

11 YEAR MAKE MODEL VEHICLE

12 MOTOR VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS

17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 44

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(071fu 06/2019)

Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

REPORT : PSSR060
PAGE : 44
(3997)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE EFFICIENCY : 05APR 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
714611502

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
01	01	001	20160308 1950 1531 3011	P	PPSA	5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS LTD.

ADDRESS UNIT 8, 61 AURIGA DR. NEPEAN ONTARIO CORPORATION NO. ON K2E 8B2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME
ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / ROYAL BANK OF CANADA
Lien Comment ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

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

YEAR MAKE MODEL VEHICLE

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS
ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 45

CERTIFIED BY/CERTIFIÉES PAR
Barbara Ruskitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(aj11u 06/2019)

Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135450.96

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

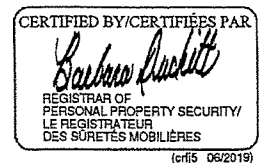
REPORT : PSSR060
PAGE : 45
(3998)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM CUSTOM COUNTERTOPS LTD.
FILE CURRENCY : 05APR 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
759612483	20200127 1429 8077 4561			
753316218	20190712 1704 1462 3463			
751347711	20190517 1404 1462 1452			
750061854	20190411 1406 1462 5181			
747234738	20190102 1005 6005 7459			
746986005	20181219 1435 8077 3796			
746499645	20181204 1043 2366 0133			
743878161	20180918 1705 1462 8040			
735986349	20180126 1207 1590 1870	20180126 1453 1590 1901		
735986421	20180126 1209 1590 1876	20180126 1453 1590 1907		
735757677	20180117 1623 8077 6032			
729077499	20170623 1408 1462 5386			
723038382	20161202 1006 1462 7990			
722813409	20161125 1014 1462 5754			
718975422	20160726 1544 1219 3825			
717471594	20160608 1544 1902 6162			
715428954	20160406 1638 8077 4203			
714609567	20160308 1950 1531 2817			
714611502	20160308 1950 1531 3011			

21 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135514.93

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

REPORT : PSSR060
PAGE : 1
(3999)

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

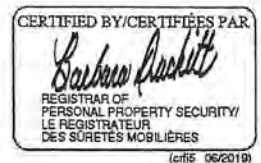
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM SURFACES INC.
FILE CURRENCY : 05APR 2020

ENQUIRY NUMBER 20200406135514.93 CONTAINS 8 PAGE(S), 4 FAMILY(IES).

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

CYBERBAHN, A THOMSON REUTERS BUSINESS

333 BAY STREET, STE. 400
TORONTO ON M5H 2R2



CONTINUED... 2

This is Exhibit "Q" referred to in the
affidavit of J. Kewinsy
sworn before me, this APR 29, 2020
day of APRIL 20.20

A COMMISSIONER FOR TAKING AFFIDAVITS



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135514.93

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

REPORT : PSSR060
PAGE : 2
(4000)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM SURFACES INC.
FILE CURRENCY : 05APR 2020

FORM 16 FINANCING STATEMENT / CLAIM FOR GLEN

00 FILE NUMBER
747234738

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 2 20190102 1005 6005 7459 P PPSA 06

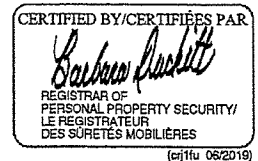
02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME UNIFORM SURFACES INC.
04 ADDRESS 289 COURTLAND AVENUE CONCORD ON L4K 4W9
05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME SURFACE ELEGANCE INC.
07 ADDRESS 289 COURTLAND AVENUE CONCORD ON L4K 4W9
08 SECURED PARTY / CWB NATIONAL LEASING INC.
09 GLEN CLAIMANT ADDRESS 1525 BUFFALO PL (2908301) WPG MB R3T 1L9

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

11 YEAR MAKE MODEL
12 MOTOR VEHICLE
13 GENERAL ALL AIR COMPRESSOR, BRIDGE SYSTEM, COMPUTER SOFTWARE OF EVERY NATURE
14 COLLATERAL OR KIND DESCRIBED IN AGREEMENT NUMBER 2908310, BETWEEN EASYLEASE
15 DESCRIPTION CORP., AS ORIGINAL SECURED PARTY AND THE DEBTOR, WHICH AGREEMENT WAS
16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...



Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135514.93

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

REPORT : PSSR060
PAGE : 3
(4001)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM SURFACES INC.
FILE CURRENCY : 05APR 2020

FORM R - FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
747234738

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20190102 1005 6005 7459

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS LTD.

04 ADDRESS 289 COURTLAND AVANUE CONCORD ONTARIO CORPORATION NO. L4K 4W9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME UNIFORM CUSTOM COUNTERTOPS INC.

07 ADDRESS 289 COURTLAND AVANUE CONCORD ONTARIO CORPORATION NO. L4K 4W9

08 SECURED PARTY /

09 CLAIM CLAIMANT ADDRESS

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

11 MOTOR YEAR MAKE MODEL

12 VEHICLE

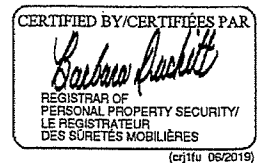
13 GENERAL ASSIGNED BY THE ORIGINAL SECURED PARTY TO THE SECURED PARTY, AS
14 COLLATERAL AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES
15 DESCRIPTION AND SUBSTITUTIONS.

16 REGISTERING

17 AGENT ADDRESS

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

CONTINUED...



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135514.93

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

REPORT : PSSR060
PAGE : 4
(4002)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM SURFACES INC.
FILE CURRENCY : 05APR 2020

FORM 16 FINANCING STATEMENT / CLAIM FOR DEBT

00 FILE NUMBER
735986385

CAMPAIGN	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER	PERIOD
	001	1		20180126 1208 1590 1873	P PPSA	25

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME UNIFORM SURFACES INC.

04 ADDRESS 289 COURTLAND AVENUE CONCORD ON L4K 4W9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME UNIFORM SURFACES INC.

07 ADDRESS 1586 BONHILL ROAD MISSISSAUGA ON L5T 1C7

08 SECURED PARTY / BUSINESS DEVELOPMENT BANK OF CANADA

09 LEND CLAIMANT ADDRESS 201 CITY CENTRE DRIVE, SUITE 301 MISSISSAUGA ON L5B 2T4

COLLATERAL CLASSIFICATION

CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
X	X	X	X	X

11 MOTOR YEAR MAKE MODEL SYSTEM

12 VEHICLE

13 GENERAL

14 COLLATERAL

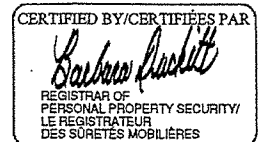
15 DESCRIPTION

16 REGISTERING SPEIGEL NICHOLS FOX LLP (IT-278)

17 AGENT ADDRESS 30 EGLINTON AVENUE WEST, SUITE 400 MISSISSAUGA ON L5R 3E7

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

CONTINUED... 5



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135514.93

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

REPORT : PSSR060
PAGE : 5
(4003)

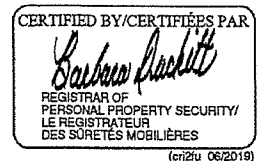
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM SURFACES INC.
FILE CURRENCY : 05APR 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CATION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO.	OF	SCHEDULE	NUMBER	UNDER
01	01	001	20180126 1453 1590 1904		
21	RECORD	FILE NUMBER	735986385		
	REFERENCED				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
			B RENEWAL	YEARS	PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/	BUSINESS NAME	UNIFORM SURFACES INC.		
	TRANSFEROR				
25	OTHER CHANGE				
26	REASON				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
10					
	YEAR	MAKE	MODEL	V.I.N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	SPEIGEL NICHOLS FOX LLP (IT-17-278)			
17	SECURED PARTY/	ADDRESS	30 EGLINTON AVENUE WEST, SUITE 400	MISSISSAUGA	ON L5R 3E7
	LIEN CLAIMANT				

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

CONTINUED... 6



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135514.93

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

REPORT : PSSR060
PAGE : 6
(4004)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM SURFACES INC.
FILE CURRENCY : 05APR 2020

FORM IS FINANCING STATEMENT / CLAIM FOR LITIGATION

00 FILE NUMBER
717080614

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 001 20160530 1054 1862 7362 P PFSA 6

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME UNIFORM SURFACES INC.

04 ADDRESS 289 COURTLAND AVENUE VAUGHAN ONTARIO CORPORATION NO. L4K 4W9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME UNIFORM SURFACES INC.

07 ADDRESS 7250 KEELE STREET, UNIT 368 VAUGHAN ONTARIO CORPORATION NO. L4K 1Z8

08 SECURED PARTY / ROYAL BANK OF CANADA

09 LIEN CLAIMANT ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

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

11 MOTOR YEAR MAKE MODEL TYPE

12 VEHICLE

13 GENERAL GENERAL ASSIGNMENT OF RENTS ON 7250 KEELE STREET, UNIT 368,

14 COLLATERAL VAUGHAN, ONTARIO

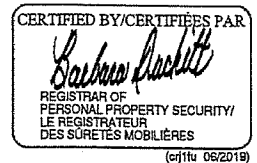
15 DESCRIPTION

16 REGISTERING MARIA DE PRISCO, LL.B.

17 AGENT ADDRESS 7050 WESTON ROAD, SUITE 400 VAUGHAN ON L4L 8G7

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

CONTINUED... 7



RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135514.93

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

REPORT : PSSR060
PAGE : 7
(4005)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM SURFACES INC.
FILE CURRENCY : 05APR 2020

FORM 10 FINANCING STATEMENT / CLAIM FOR FEE

00 FILE NUMBER
714614094

01 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
01 001 20160308 1950 1531 3270 P PPSA 5

02 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 DEBTOR NAME BUSINESS NAME UNIFORM SURFACES INC.

04 ADDRESS 289 COURTLAND AVE. VAUGHAN ONTARIO CORPORATION NO. L4K 4W9

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA

09 LITEN CLAIMMENT ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

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

11 YEAR MAKE MODEL

12 MOTOR VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS

17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Fackitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES
(c) 11u 06/2019

Ontario 

RUN NUMBER : 097
RUN DATE : 2020/04/06
ID : 20200406135514.93

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

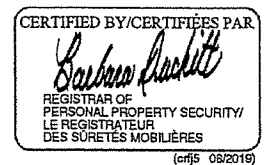
REPORT : PSSR060
PAGE : 8
(4006)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : UNIFORM SURFACES INC.
FILE CURRENCY : 05APR 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
747234738	20190102 1005 6005 7459			
735986385	20180126 1208 1590 1873	20180126 1453 1590 1904		
717080814	20160530 1054 1862 7362			
714614094	20160308 1950 1531 3270			

5 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



LAND
REGISTRY
OFFICE #65

29842-0368 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: 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

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 03230-0274

PIN CREATION DATE:
2016/05/03

OWNERS' NAMES
UNIFORM SURFACES INC.

CAPACITY SHARE

This is Exhibit R1 referred to in the
affidavit of D. KENNEDY
sworn before me this 27
day of APRIL 2020

A COMMISSIONER FOR TAKING AFFIDAVITS

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/05/03 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
VA71588	1973/01/29	NOTICE				C
REMARKS: AMENDMENT OF AIRPORT ZONING REGULATIONS; LB355841 - AFFECTS ALL/PART VARIOUS LANDS (ADDED 2000/02/09 BY S. COLES, ADLR)						
R309927	1983/02/16	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT	C
LT1463623	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
YR62960	2001/10/19	APL (GENERAL)		ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF YORK	C
REMARKS: MINISTER'S TRANSFER ORDER- MULTIPLE EASEMENTS						
YR1678480	2011/07/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 889273 ONTARIO INC.	HOME DIRECT INC.	
REMARKS: PLANNING ACT STATEMENTS						
YR1821090	2012/05/11	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** HOME DIRECT INC.	IMPROVE INC.	
YR1943594	2013/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
YR1943595	2013/02/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
REMARKS: YR1943594						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR1943946	2013/02/11	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953125	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROMSPEN INVESTMENT CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943594 TO YR1953124				
YR1953126	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943946 TO YR1953124				
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
		REMARKS: SITE PLAN AGREEMENT				
65R35462	2015/01/26	PLAN REFERENCE				C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		IMPROVE INC.		C
YR2394708	2015/11/26	NOTICE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
		REMARKS: AMENDING YR1943946				
YR2447057	2016/03/22	NOTICE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE INC.		C
YR2479036	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 1				
YR2479045	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 2				
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: AMENDMENT TO DECLARATION YR2466166				
YR2484092	2016/06/08	TRANSFER	\$340,000	IMPROVE INC.	UNIFORM SURFACES INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2484093	2016/06/08	CHARGE	\$238,000	UNIFORM SURFACES INC.	ROYAL BANK OF CANADA	C
YR2484094	2016/06/08	NO ASSGN RENT GEN REMARKS: YR2484093		UNIFORM SURFACES INC.	ROYAL BANK OF CANADA	C
YR2484364	2016/06/08	DISCH OF CHARGE REMARKS: YR1943594.		*** COMPLETELY DELETED *** ROMSPEN INVESTMENT CORPORATION		
YR2533400	2016/08/29	DISCH OF CHARGE REMARKS: YR1943946.		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2772818	2017/12/13	CONDO BYLAW/98 REMARKS: BY-LAW NO. 3		YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Royal Bank

This is Exhibit 55 referred to in the
affidavit of D. KENNEDY
sworn before me, this 29
day of APRIL 2019


A COMMISSIONER FOR TAKING AFFIDAVITS

December 23, 2019

msi Spergel inc.,
505 Consumers Road, Suite 200
North York, ON M2J 4V8

Attention: Mukul Manchanda, CPA, CIRP, LIT

Dear Sirs:

Re: Uniform Custom Countertops Inc. ("UCCI"), Uniform Custom Countertops Ltd. ("UCCL"), Uniform Surfaces Inc. ("USI"), Surface Elegance Inc. ("SEI"), and Uniform Countertops Ltd. ("UCL", collectively, the "Companies")

The purpose of this letter is to set out the terms upon which the Royal Bank of Canada (the "Bank") will engage msi Spergel inc. ("Spergel") to act on the Bank's behalf as consultant (the "Consultant") to review and report on the financial and operational performance of the Companies and to evaluate the Bank's security position and the Companies' plan for an orderly wind down, in accordance with the terms and provisions of this agreement including, but not limited to, the following:

1. Reviewing the Companies' business plan;
2. Reviewing the current financial position and more recent financial results achieved by the Companies;
3. Reviewing the Companies' cash flow forecast and if necessary, prepare an integrated cash flow forecast to the anticipated completion of the wind down;
4. Reviewing and analysing the existence and validity of claims against the Companies including liens, potential liens, environmental liabilities, practical priorities and the impact of those priority claims on Companies' assets and the Bank's loan position;
5. Reviewing and analysing the existence and validity of accounts receivable including, but not limited to, a review of customer invoices, sales contracts, long-term supply agreements and any and all documentation to support the basis of reported accounts receivable;
6. Reviewing and investigating all other matters, which may affect in any manner whatsoever the security position of the Bank or the ability of the Bank to recover the indebtedness of the Companies to the Bank, including all transactions or dealings with related entities;
7. Providing, based on your findings and in your sole discretion, such recommendations, only to the Bank, as you deem appropriate. For greater certainty, your analysis and recommendation of any issue considered by you in your sole discretion to be relevant to this engagement will not necessarily be subject to the review by the Companies.

You are to have no managerial capacity or decision-making responsibilities with respect to the business of the Companies. We acknowledge that your review and advice will be based mainly on data supplied by the Companies, supplemented by discussions with management. We understand that, although all information gathered will be reviewed for reasonableness, you will not be conducting an audit. Therefore your work will not necessarily disclose any errors, irregularities or illegal acts, if such exist, on the part of the Companies or its officers and employees.

Management of the Companies has agreed to provide you with the full co-operation of the Companies' employees including full access to facilities, assets and records during normal business hours. Management has indicated that they will answer all questions fully and fairly to the best of their ability and knowledge.

Management has agreed to keep you informed of any matters arising that are relevant to your work, and have further confirmed that you are and will remain at liberty to disclose to us any information which you consider relevant to our security and our understanding of the current security position of the Companies.

This engagement and your related work should be kept confidential. The explanation that you give to any of the Companies' employees who are not aware of your mandate as to the nature of the mandate is a matter for the Companies' management to decide and to advise you thereof.

We understand that you will advise us if any situation comes to your attention that would materially affect the terms of this engagement letter.

The Companies have accepted responsibility for your fees and expenses incurred in carrying out this engagement, failing which we guarantee their prompt payment and will debit the Companies' accounts for such fees and expenses. We understand that your fees will be based on the time expended multiplied by the hourly rates and levels of staff involved. You are hereby authorized to use any of your employees or agents, as you consider necessary in your review of the affairs of the business of the Companies.

The engagement of a Consultant shall not operate as a waiver or merger of any rights the Bank has under any agreement with the Companies or under any security granted to it for the indebtedness of the Companies to the Bank.

Dated at Toronto this 23 day of December, 2019

Royal Bank of Canada

Per:



Name: David R. Kennedy

Title: Senior Manager, Special Loans & Advisory Services

The undersigned duly authorized representatives of the Companies hereby consent to the terms of this engagement letter and the appointment of Spergel on the basis set out herein.

The Companies understands and agrees that, notwithstanding the mandate set out herein, the remedies available to the Bank under the terms of its security with the Companies remain in full force and effect and that the Bank can take steps to act on that security at any time.

The Companies understands that if the Bank decides to enforce any of the security held by it against the Companies' assets, the Consultant, or any person or corporation associated with it may, without the Companies' consent, be appointed to act as Receiver and Manager of the Companies' assets or as agent of the Bank.

The undersigned acknowledges and agrees that the employees and management of the Companies will extend to Spergel unrestricted access to all of the books and records of the Companies. During the course of this engagement, the undersigned acknowledges and agrees that Spergel will take no part in the management of the Companies' business, for which the sole responsibility remains with the Companies.

The undersigned acknowledges and agrees that the Companies will be responsible for the prompt payment of the fees and expenses of Spergel relating to this engagement and that, if such fees and expenses cannot be paid directly, they will be paid by the Bank and added to the Companies' indebtedness.

UNIFORM CUSTOM COUNTERTOPS
INC.

Per:

Name:

Title:

I have authority to bind the corporation

UNIFORM SURFACES INC.

Per:

Name:

UNIFORM CUSTOM COUNTERTOPS
LTD.

Per:

Name:

Title:

I have authority to bind the corporation

SURFACE ELEGANCE INC.

Per:

Name:

Title:
I have authority to bind the corporation

UNIFORM COUNTERTOPS LTD.

Per: 

Name:
Title:
I have authority to bind the corporation

msi Spergel inc. hereby consents to this engagement on the basis set out in the letter and agrees to operate within the terms of the engagement.

Per: 

Name: Mukul Manchanda, CPA, CFP, LIT
Title: Partner



This is Exhibit 37 referred to in the
affidavit of D. KERNISDY
sworn before me, this 29
day of APRIL 2020

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
www.mindengross.com


A COMMISSIONER FOR TAKING AFFIDAVITS

DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117118

January 7, 2020

PERSONAL & CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Custom Countertops Inc.
289 Courtland Avenue
Toronto ON L4K 4W9

Dear Sir / Madam:

Re: **Royal Bank of Canada ("Bank") and Uniform Custom Countertops Inc.
("Company")**

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are no doubt aware, the indebtedness owing by the Company to the Bank is repayable on demand. We have been advised by the Bank that as at January 6, 2020, the Company is indebted to it in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$2,697,639.94, comprising principal in the amount of \$2,694,000.00 and accrued interest to and including January 6, 2020 in the amount of \$3,639.94. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$365.35; and
2. in respect of Visa account numbers 4516 0700 1112 6804 and 4516 0700 1112 7497, in the amounts of \$27,570.71 and \$30,119.32, respectively, as at January 6, 2020. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than January 17, 2020 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

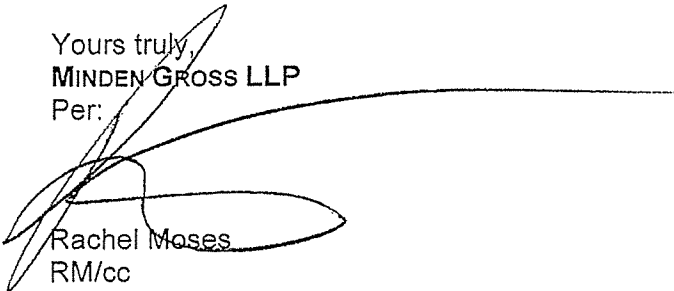
We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to January 17, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We further advise you that the Bank reserves the right to cancel at any time, without further notice to you, your Visa card privileges in respect of account numbers noted above.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,
MINDEN GROSS LLP
Per: _____


Rachel Moses
RM/cc
Enc.

cc: Royal Bank of Canada – Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM CUSTOM COUNTERTOPS INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated March 21, 2016.
3. The total amount of indebtedness secured by the security as at January 6, 2020 is \$2,755,329.97, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 7th day of January, 2020.

ROYAL BANK OF CANADA
by its solicitors, **MINDEN GROSS LLP**

Per: _____


Rachel Moses



MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
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DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117118

January 7, 2020

PERSONAL AND CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Custom Countertops Ltd.
289 Courtland Avenue
Toronto ON L4K 4W9

Uniform Custom Countertops Ltd.
Unit B 61 Auriga Drive
Nepean ON K2E 8B2

Dear Sir or Madam:

Re: Royal Bank of Canada (the "Bank") and Uniform Custom Countertops Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated August 25, 2016 limited to the sum of \$3,142,792.27.

As at January 6, 2020, the Company is indebted to the Bank in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$2,697,639.94, comprising principal in the amount of \$2,694,000.00 and accrued interest to and including January 6, 2020 in the amount of \$3,639.94. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$365.35;
2. in respect of Visa account numbers 4516 0700 1112 6804 and 4516 0700 1112 7497, in the amounts of \$27,570.71 and \$30,119.32, respectively, as at January 6, 2020. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than January 17, 2020 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in



accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

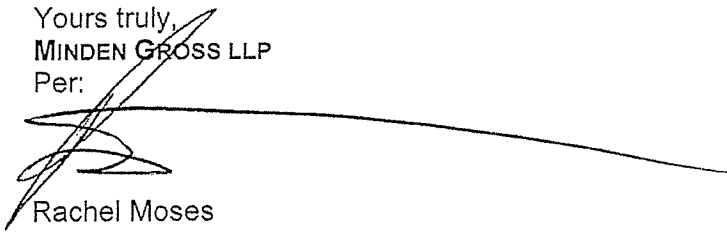
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to January 17, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per:



Rachel Moses
RM/cc

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM CUSTOM COUNTERTOPS LTD., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated March 21, 2016.
3. The total amount of indebtedness secured by the security as at January 6, 2020 is \$2,755,329.97, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 7th day of January, 2020.

ROYAL BANK OF CANADA
by its solicitors, **MINDEN GROSS LLP**

Per: _____

Rachel Moses



MINDEN GROSS LLP
BARRISTERS & SOLICITORS
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DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117118

January 7, 2020

PERSONAL AND CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Surfaces Inc.
289 Courtland Avenue
Toronto ON L4K 4W9

Dear Sir or Madam:

Re: Royal Bank of Canada (the "Bank") and Uniform Custom Countertops Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated August 25, 2016 limited to the sum of \$3,142,792.27.

As at January 6, 2020, the Company is indebted to the Bank in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$2,697,639.94, comprising principal in the amount of \$2,694,000.00 and accrued interest to and including January 6, 2020 in the amount of \$3,639.94. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$365.35; and
2. in respect of Visa account numbers 4516 0700 1112 6804 and 4516 0700 1112 7497, in the amounts of \$27,570.71 and \$30,119.32, respectively, as at January 6, 2020. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than January 17, 2020 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in



accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim including, without limitation, under any and all mortgages delivered by you to the Bank.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to January 17, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per:

A handwritten signature in black ink, appearing to read "Rachel Moses", written over a horizontal line.

Rachel Moses
RM/cc

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM SURFACES INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.

2. The security that is to be enforced is in the form of:

- a General Security Agreement dated March 21, 2016.

- a Charge/Mortgage of Land registered in the Land Registry Office for York Registry Office (No. 65) on June 8, 2016 as Instrument No. YR2484093.

3. The total amount of indebtedness secured by the security as at January 6, 2020 is \$2,755,329.97, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 7th day of January, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per: _____

Rachel Moses



MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
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www.mindengross.com

DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117118

January 7, 2020

PERSONAL AND CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Milos Bezouska
289 Courtland Avenue
Toronto ON L4K 4W9

Milos Bezouska
50 Derosé Avenue
Bolton ON L7E 1B4

Karen Bezouska
289 Courtland Avenue
Toronto ON L4K 4W9

Karen Bezouska
50 Derosé Avenue
Bolton ON L7E 1B4

Dear Madam and Sir:

Re: Royal Bank of Canada (the "Bank") and Uniform Custom Countertops Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a joint and several guarantee and postponement of claim dated August 29, 2016 limited to the sum of \$514,000.00.

As at January 6, 2020, the Company is indebted to the Bank in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$2,697,639.94, comprising principal in the amount of \$2,694,000.00 and accrued interest to and including January 6, 2020 in the amount of \$3,639.94. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$365.35; and
2. in respect of Visa account numbers 4516 0700 1112 6804 and 4516 0700 1112 7497, in the amounts of \$27,570.71 and \$30,119.32, respectively, as at January 6, 2020. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.



On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than January 17, 2020 of the sum of \$514,000.00 plus interest accruing under your guarantee and postponement of claim from the date hereof up until the date of payment in full and the legal fees on a scale as between a solicitor and his/her own client incurred by the Bank in connection with the collection of the amounts referred to above.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to January 17, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per:


A handwritten signature in black ink, appearing to read "Rachel Moses", written over a horizontal line. The signature is slanted and has a distinctive flourish at the end.

Rachel Moses
RM/cc

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services



This is Exhibit 30 referred to in the
affidavit of D. KENNEDY
sworn before me, this 29
day of APRIL 2020


A COMMISSIONER FOR TAKING AFFIDAVITS

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
TORONTO, ON, CANADA M5H 4G2
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DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117195

January 7, 2020

PERSONAL & CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Custom Countertops Ltd.
289 Courtland Avenue
Toronto ON L4K 4W9

Uniform Custom Countertops Ltd.
Unit B 61 Auriga Drive
Nepean ON K2E 8B2

Dear Sirs / Madams:

**Re: Royal Bank of Canada ("Bank") and Uniform Custom Countertops Ltd.
("Company")**

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are no doubt aware, the indebtedness owing by the Company to the Bank is repayable on demand. We have been advised by the Bank that as at January 6, 2020 the Company is indebted to it in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$43.54, comprising principal in the amount of \$0.00 and accrued interest to and including January 6, 2020 in the amount of \$43.54. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$0.00; and
2. in respect of Visa account numbers 4516 0700 1115 4285 and 4516 0700 1115 5571, in the amounts of \$4,820.62 and \$4,977.87, respectively, as at January 6, 2020. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than January 17, 2020 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities



owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to January 17, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We further advise you that the Bank reserves the right to cancel at any time, without further notice to you, your Visa card privileges in respect of account numbers noted above.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,
MINDEN GROSS LLP
Per:

A handwritten signature in black ink, appearing to read "Rachel Moses". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rachel Moses
RM/cc
Enc.

cc: Royal Bank of Canada – Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM CUSTOM COUNTERTOPS LTD., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated March 21, 2016.
3. The total amount of indebtedness secured by the security as at January 6, 2020 is \$9,842.03, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 7th day of January, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per: _____


Rachel Moses



MINDEN GROSS LLP
BARRISTERS & SOLICITORS
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TORONTO, ON, CANADA M5H 4G2
TEL 416.362.3711 FAX 416.864.9223
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DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117195

January 7, 2020

PERSONAL AND CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Custom Countertops Inc.
289 Courtland Avenue
Toronto ON L4K 4W9

Dear Sir or Madam:

Re: Royal Bank of Canada (the "Bank") and Uniform Custom Countertops Ltd. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated March 21, 2016 limited to the sum of \$210,000.00.

As at January 6, 2020, the Company is indebted to the Bank in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$43.54, comprising principal in the amount of \$0.00 and accrued interest to and including January 6, 2020 in the amount of \$43.54. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$0.00; and
2. in respect of Visa account numbers 4516 0700 1115 4285 and 4516 0700 1115 5571, in the amounts of \$4,820.62 and \$4,977.87, respectively, as at January 6, 2020. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than January 17, 2020 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in



accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

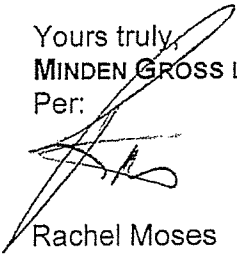
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to January 17, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per:



Rachel Moses
RM/cc

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM CUSTOM COUNTERTOPS INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated March 21, 2016.
3. The total amount of indebtedness secured by the security as at January 6, 2020 is \$9,842.03, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 7th day of January, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per:


Rachel Moses



MINDEN GROSS LLP
BARRISTERS & SOLICITORS
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FILE NUMBER 4117195

January 7, 2020

PERSONAL AND CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Surfaces Inc.
289 Courtland Avenue
Toronto ON L4K 4W9

Dear Sir or Madam:

Re: Royal Bank of Canada (the "Bank") and Uniform Custom Countertops Ltd. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated March 21, 2016 limited to the sum of \$210,000.00.

As at January 6, 2020, the Company is indebted to the Bank in the following amounts:

1. in respect of a revolving demand facility, in the amount of \$43.54, comprising principal in the amount of \$0.00 and accrued interest to and including January 6, 2020 in the amount of \$43.54. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$0.00; and
2. in respect of Visa account numbers 4516 0700 1115 4285 and 4516 0700 1115 5571, in the amounts of \$4,820.62 and \$4,977.87, respectively, as at January 6, 2020. Interest continues to accrue on the aforesaid amounts at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than January 17, 2020 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in



accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim including, without limitation, under any and all mortgages delivered by you to the Bank.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to January 17, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per:

A handwritten signature in dark ink, appearing to read 'RM', is written over a horizontal line. The signature is fluid and cursive.

Rachel Moses
RM/cc

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM SURFACES INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of:

- a General Security Agreement dated March 21, 2016.

- a Charge/Mortgage of Land registered in the Land Registry Office for York Registry Office (No. 65) on June 8, 2016 as Instrument No. YR2484093.
3. The total amount of indebtedness secured by the security as at January 6, 2020 is \$9,842.03, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 7th day of January, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per _____

Rachel Moses



This is Exhibit 4 v 1 referred to in the
affidavit of D. K. W. N. S. S. V.
sworn before me, this 29
day of APRIL 2020

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

MINDEN GROSS LLP
BARRISTERS & SOLICITORS
145 KING STREET WEST, SUITE 2200
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www.mindengross.com

DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117118

January 21, 2020

PERSONAL & CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Custom Countertops Inc.
289 Courtland Avenue
Toronto ON L4K 4W9

Dear Sir or Madam:

Re: Royal Bank of Canada ("Bank") and Uniform Custom Countertops Inc. ("Company")

As you are aware, we have been retained by the Bank in respect of the indebtedness owing to it by the Company

We refer to a loan agreement dated July 24, 2019 (the "**Loan Agreement**") between the Bank and Uniform Custom Countertops Inc. (the "**Company**"), wherein the Bank established a non-revolving term facility (the "**Term Loan**").

As you are aware, on January 7, 2020, the Bank made demand on the Company in respect of a revolving demand facility, in the amount of \$2,697,639.94, and in respect of Visa account numbers 4516 0700 1112 6804 and 4516 0700 1112 7497, in the amounts of \$27,570.71 and \$30,119.32, respectively (collectively the "**Demand Loans**"). The demand period expired on January 17, 2020 and the Company has failed to repay in full the Demand Loans. Such failure to repay the indebtedness owing under the Demand Loans constitutes a breach of the covenant of the Company under the Loan Agreement, which default entitles the Bank to make demand for the repayment in full of all amounts owing under the Term Loan.

We have been advised by the Bank that as at January 20, 2020, the Company is indebted to it in the following amounts:

1. in respect of the Term Loan, in the amount of \$85,830.06, comprising principal in the amount of \$85,600.00 and accrued interest to and including January 20, 2020 in the amount of \$230.06. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.5% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$12.78.



On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the payment by no later than January 31, 2020 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his/her own client.

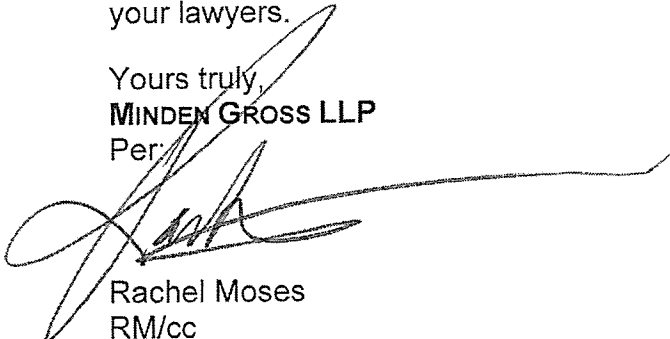
In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to January 31, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,
MINDEN GROSS LLP
Per:



Rachel Moses
RM/cc
Enc.

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM CUSTOM COUNTERTOPS INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated March 21, 2016.
3. The total amount of indebtedness secured by the security as at January 20, 2020 is \$2,707,805.92*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 21st day of January, 2020.

ROYAL BANK OF CANADA
by its solicitors, ~~MINDEN GROSS LLP~~

Per: 

Rachel Moses

*In respect of the amount of indebtedness secured by the security as at January 20, 2020, the amounts of \$2,562,668.06 (Royal Credit Line) and \$59,307.80 (Visa) relate to the Notice of Intention to Enforce Security dated January 7, 2020 which has expired.



MINDEN GROSS LLP
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www.mindengross.com

DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117118

January 21, 2020

PERSONAL AND CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Custom Countertops Ltd.
289 Courtland Avenue
Toronto ON L4K 4W9

Uniform Custom Countertops Ltd.
Unit B 61 Auriga Drive
Nepean ON K2E 8B2

Dear Sir or Madam:

Re: Royal Bank of Canada (the "Bank") and Uniform Custom Countertops Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, on January 7, 2020, the Bank made demand on the Company in respect of a revolving demand facility, in the amount of \$2,697,639.94, and in respect of Visa account numbers 4516 0700 1112 6804 and 4516 0700 1112 7497, in the amounts of \$27,570.71 and \$30,119.32, respectively (collectively the "**Demand Loans**"). The demand period expired on January 17, 2020 and the Company has failed to repay in full the Demand Loans. Such failure to repay the indebtedness owing under the Demand Loans constitutes a breach of the covenant of the Company under the Loan Agreement, which default entitles the Bank to make demand for the repayment in full of all amounts owing under the Term Loan.

As you are also aware, on January 7, 2020, the Bank made demand on you for the indebtedness owing under the Demand Loans in respect your guarantee and postponement of claim dated August 25, 2016 limited to the sum of \$3,142,792.27, which you failed to repay by January 17, 2020.

We have been advised by the Bank that as at January 20, 2020, the Company is indebted to it in the following amounts:

1. in respect of the Term Loan, in the amount of \$85,830.06, comprising principal in the amount of \$85,600.00 and accrued interest to and including January 20, 2020 in the amount of \$230.06. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.5% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$12.78.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than January 31, 2020 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company (and you are) is liable for to the Bank in accordance with your guarantee and postponement of claim and the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

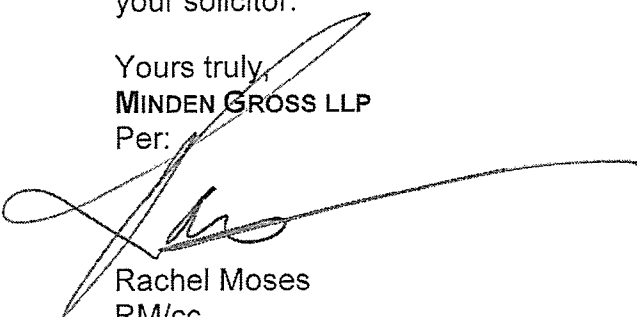
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to January 31, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per:



Rachel Moses
RM/cc
Enc.

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM CUSTOM COUNTERTOPS LTD., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated March 21, 2016.
3. The total amount of indebtedness secured by the security as at January 20, 2020 is \$2,707,805.92*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 21st day of January, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per: 

Rachel Moses

*In respect of the amount of indebtedness secured by the security as at January 20, 2020, the amounts of \$2,562,668.06 (Royal Credit Line) and \$59,307.80 (Visa) relate to the Notice of Intention to Enforce Security dated January 7, 2020 which has expired.



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E-MAIL rmoses@mindengross.com
FILE NUMBER 4117118

January 21, 2020

PERSONAL AND CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Surfaces Inc.
289 Courtland Avenue
Toronto ON L4K 4W9

Dear Sir or Madam:

Re: Royal Bank of Canada (the "Bank") and Uniform Custom Countertops Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, on January 7, 2020, the Bank made demand on the Company in respect of a revolving demand facility, in the amount of \$2,697,639.94, and in respect of Visa account numbers 4516 0700 1112 6804 and 4516 0700 1112 7497, in the amounts of \$27,570.71 and \$30,119.32, respectively (collectively the "**Demand Loans**"). The demand period expired on January 17, 2020 and the Company has failed to repay in full the Demand Loans. Such failure to repay the indebtedness owing under the Demand Loans constitutes a breach of the covenant of the Company under the Loan Agreement, which default entitles the Bank to make demand for the repayment in full of all amounts owing under the Term Loan.

As you are also aware, on January 7, 2020, the Bank made demand on you for the indebtedness owing under the Demand Loans in respect your guarantee and postponement of claim dated August 25, 2016 limited to the sum of \$3,142,792.27, which you failed to repay by January 17, 2020.

We have been advised by the Bank that as at January 20, 2020, the Company is indebted to it in the following amounts:

1. in respect of the Term Loan, in the amount of \$85,830.06, comprising principal in the amount of \$85,600.00 and accrued interest to and including January 20, 2020 in the amount of \$230.06. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.5% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$12.78.



On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than January 31, 2020 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company (and you are) is liable for to the Bank in accordance with your guarantee and postponement of claim and the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

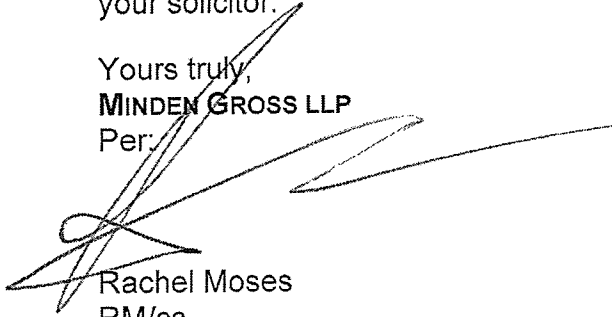
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to January 31, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per:



Rachel Moses
RM/cc
Enc.

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM SURFACES INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.

2. The security that is to be enforced is in the form of:

- a General Security Agreement dated March 21, 2016.

- a Charge/Mortgage of Land registered in the Land Registry Office for York Registry Office (No. 65) on June 8, 2016 as Instrument No. YR2484093.

3. The total amount of indebtedness secured by the security as at January 20, 2020 is \$2,707,805.92*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 21st day of January, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per: _____

Rachel Moses

*In respect of the amount of indebtedness secured by the security as at January 20, 2020, the amounts of \$2,562,668.06 (Royal Credit Line) and \$59,307.80 (Visa) relate to the Notice of Intention to Enforce Security dated January 7, 2020 which has expired.



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DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117118

January 21, 2020

PERSONAL AND CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Milos Bezouska
289 Courtland Avenue
Toronto ON L4K 4W9

Milos Bezouska
50 Derosé Avenue
Bolton ON L7E 1B4

Karen Bezouska
289 Courtland Avenue
Toronto ON L4K 4W9

Karen Bezouska
50 Derosé Avenue
Bolton ON L7E 1B4

Dear Madam and Sir:

Re: Royal Bank of Canada (the "Bank") and Uniform Custom Countertops Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, on January 7, 2020, the Bank made demand on the Company in respect of a revolving demand facility, in the amount of \$2,697,639.94, and in respect of Visa account numbers 4516 0700 1112 6804 and 4516 0700 1112 7497, in the amounts of \$27,570.71 and \$30,119.32, respectively (collectively the "**Demand Loans**"). The demand period expired on January 17, 2020 and the Company has failed to repay in full the Demand Loans. Such failure to repay the indebtedness owing under the Demand Loans constitutes a breach of the covenant of the Company under the Loan Agreement, which default entitles the Bank to make demand for the repayment in full of all amounts owing under the Term Loan.

As you are also aware, on January 7, 2020, the Bank made demand on you for the indebtedness owing under the Demand Loans in respect your joint and several guarantee and postponement of claim dated August 29, 2016 limited to the sum of \$514,000.00, which you failed to repay by January 17, 2020.

We have been advised by the Bank that as at January 20, 2020, the Company is indebted to it in the following amounts:

1. in respect of the Term Loan, in the amount of \$85,830.06, comprising principal in the amount of \$85,600.00 and accrued interest to and including January 20, 2020 in the

amount of \$230.06. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.5% per annum. The per diem amount on the aforesaid principal amount, given the Bank's current prime rate, is \$12.78.

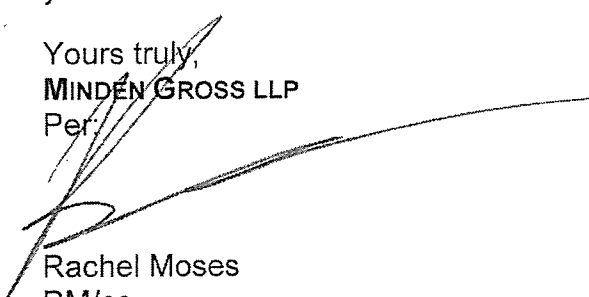
On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than January 31, 2020 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company (and you are) is liable for to the Bank in accordance with your guarantee and postponement of claim and the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to January 31, 2020 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per



Rachel Moses
RM/cc

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services

Jeff Medeiros

From: Rachel Moses
Sent: Tuesday, April 28, 2020 1:20 PM
To: Jeff Medeiros
Subject: FW: Private and Confidential: Letter to Uniform Custom Countertops Ltd.
Attachments: DOCS1-#4038888-v1-Letter_to_Uniform_Custom_Countertops_Ltd_.pdf



RACHEL MOSES

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

MERITAS LAW FIRMS WORLDWIDE

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

This is Exhibit W referred to in the
affidavit of D. Kennedy
sworn before me, this 27
day of APRIL 2020

A COMMISSIONER FOR TAKING AFFIDAVITS

From: Rachel Moses
Sent: Monday, February 03, 2020 4:15 PM
To: 'milos@uniformcustom.com' <milos@uniformcustom.com>
Subject: Private and Confidential: Letter to Uniform Custom Countertops Ltd.

Hello Milos,

As you are aware, we are the lawyers for RBC in connection with the credit arrangements with UCCL. Please find attached letter which has also been sent to the Company by registered mail.



RACHEL MOSES

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

MERITAS LAW FIRMS WORLDWIDE

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From: Kennedy, David R [<mailto:david.r.kennedy@rbc.com>]
Sent: January 31, 2020 8:30 AM
To: Paula Amaral <pamaral@uniformcustom.com>; Milos Bezouska <milos@uniformcustom.com>
Cc: Mukul Manchanda <mmanchanda@spergel.ca>
Subject: FW: Uniform Custom Countertops Ltd.

Paula and Milos, the RCL for subject is cancelled and no longer available.

The payroll hit the account overnight for \$27,791.49 along with a cheque for \$3,220.07.

The cheque will be returned NSF. You will need to deposit sufficient funds this morning to cover the payroll.

Please confirm it will be covered.

David R. Kennedy | RBC Royal Bank | **Royal Bank of Canada** | 20 King Street West, 2nd Floor, Toronto, Ontario, M5H 1C4
David R. Kennedy, Senior Manager, Special Loans & Advisory Services | RBC | 416-974-5825

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.



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DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117195

February 3, 2020

PRIVATE & CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Custom Countertops Ltd.
289 Courtland Avenue
Toronto ON L4K 4W9

Uniform Custom Countertops Ltd.
Unit B 61 Auriga Drive
Nepean ON K2E 8B2

Dear Sirs / Madams:

**Re: Royal Bank of Canada ("Bank") and Uniform Custom Countertops Ltd.
("Company")**

As you are aware, we are the lawyers for the Bank in connection with its lending arrangements with the Company.

As you are also aware, by letter dated January 7, 2020, the Bank made written demand on the Company in respect of repayment of a revolving demand facility ("RCL") and in respect of a visa business facility. As part of the demand, the Bank issued a notice of intention to enforce security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*. The demand expired on January 17, 2020.

By email sent on January 31, 2020 at 8:30 a.m., the Company (c/o Milos Bezouska and Paula Amaral) was advised by Mr. David R. Kennedy, Senior Manager, Special Loans & Advisory Services, that the RCL is cancelled and no longer available (the "**Notice of Cancellation**").

Further to the Notice of Cancellation, we refer you to the credit facilities letter agreement dated July 24, 2019, and accepted by the Company on July 29, 2019 (the "**Credit Facilities Agreement**"), which provides under "AVAILABILITY" that the RCL:

"is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice."



MINDEN GROSS LLP
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RBC has exercised its rights to cancel the RCL which has been done effective January 31, 2020 in accordance with the Credit Facilities Agreement.

Yours truly,
MINDEN GROSS LLP

Per:

A large, stylized handwritten signature in black ink, appearing to read 'Rachel Moses', written over the 'Per:' line.

Rachel Moses

RM/cc

Enc.

cc: Royal Bank of Canada – Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services

#40385974117195 v1



This is Exhibit "X" referred to in the
affidavit of D. KENNEDY
sworn before me, this 29
day of APRIL 2020


A COMMISSIONER FOR TAKING AFFIDAVITS

MINDEN GROSS LLP
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FILE NUMBER 4117118

February 24, 2020

PRIVATE & CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

(Email: milos@uniformcustom.com)

Uniform Custom Countertops Inc.
289 Courtland Avenue
Toronto ON L4K 4W9

Uniform Custom Countertops Inc.
Unit B 61 Auriga Drive
Nepean ON K2E 8B2

Dear Sirs / Madams:

**Re: Royal Bank of Canada ("Bank") and Uniform Custom Countertops Inc.
("Company")**

As you are aware, we are the lawyers for the Bank in connection with its lending arrangements with the Company.

As you are also aware, by letter dated January 7, 2020, the Bank made written demand on the Company in respect of repayment of a revolving demand facility ("**RCL**") and in respect of a visa business facility. As part of the demand, the Bank issued a notice of intention to enforce security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*. The demand expired on January 17, 2020. The indebtedness remains outstanding.

We refer you to the credit facilities letter agreement dated July 24, 2019, and accepted by the Company on July 29, 2019 (the "**Credit Facilities Agreement**"), which provides under "AVAILABILITY" that the RCL:

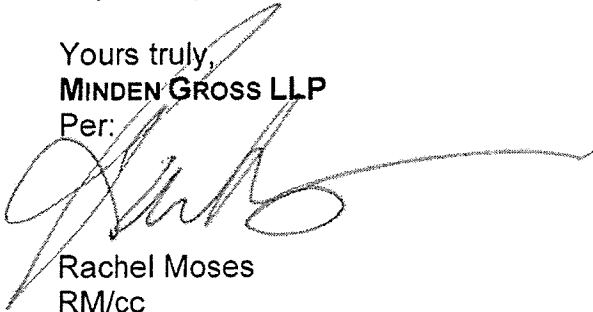
"... is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice."

On behalf of the Bank, we hereby advise you that effective immediately, the Bank is hereby restricting the availability of any unutilized portion of the RCL in accordance with the Credit Facilities Agreement.

As of February 24, 2020, borrowings under the RCL is capped at \$2,684,000.00 and no further advances will be permitted by the Bank. In addition, the Bank will not honour any cheques, pre-authorized payments, debit requests, payroll requests or other items of payment (collectively the "**Payment Requests**") that are presented for payment to account number 12653177-001 (the "**UCCI Account**") the Company maintains with the Bank unless sufficient, cleared, certified funds are on deposit in the UCCI Account to permit all Payment Requests in respect of the Company to be honoured.

We further advise the Company that it shall continue to deposit all collections of account receivables and other payments to the UCCI Account in the normal course of the Company's day-to-day banking business in accordance with the Credit Facilities Agreement.

Yours truly,
MINDEN GROSS LLP
Per:



Rachel Moses
RM/cc

cc: Royal Bank of Canada – Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services



This is Exhibit - Y1 referred to in the
affidavit of A. KENNEDY
sworn before me, this 21
day of APRIL 2020

A COMMISSIONER FOR TAKING AFFIDAVITS

MINDEN GROSS LLP
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www.mindengross.com

DIRECT DIAL 416-369-4115
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FILE NUMBER 4117118

March 24, 2020

PERSONAL & CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Custom Countertops Inc.
289 Courtland Avenue
Toronto ON L4K 4W9

Dear Milos Bezouska:

**Re: Royal Bank of Canada ("Bank") and Uniform Custom Countertops Inc.
("Company")**

As you are aware, we have been retained by the Bank in respect of the indebtedness owing to it by the Company

We refer to a loan agreement dated July 24, 2019 (the "**Loan Agreement**") between the Bank and the Company, wherein the Bank established a revolving lease line of credit by way of leases (the "**Lease Facility**") and a Master Lease Agreement dated April 6, 2016 (the "**Master Lease Agreement**").

As you are aware, on January 7, 2020, the Bank made demand on the Company in respect of a revolving demand facility, in the amount of \$2,697,639.94, and in respect of Visa account numbers 4516 0700 1112 6804 and 4516 0700 1112 7497, in the amounts of \$27,570.71 and \$30,119.32, respectively (collectively the "**Demand Loans**"). As you are also aware, on January 21, 2020, the Bank made demand on the Company in respect of a non-revolving term facility (the "**Term Loan**") in the amount of \$85,830.06. Such failure to repay the indebtedness owing under the Demand Loans and the Term Loan constitutes a breach of the covenant of the Company under the Loan Agreement and the Master Lease Agreement, which default entitles the Bank to make demand for the repayment in full of all amounts owing under the Lease Facility.

We have been advised by the Bank that as at March 18, 2020, the Company is indebted to it in the following amount:

1. in respect of the Lease Facility in the total amount of \$484,726.48.

On behalf of the Bank, we hereby advise you that the right of the Company to make any further borrowings under its agreement(s) with the Bank, and the obligation of the Bank to provide such borrowings, is hereby terminated and the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for the immediate payment of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his/her own client.

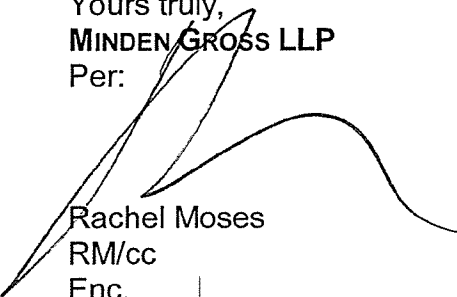
In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,
MINDEN GROSS LLP
Per:


Rachel Moses
RM/cc
Enc.

cc: David R. Kennedy, Senior Manager – Special Loans and Advisory Services, Royal Bank of Canada
Tim Duncan, Gardiner Roberts LLP

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM CUSTOM COUNTERTOPS INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated March 21, 2016.
3. The total amount of indebtedness secured by the security as at March 18, 2020 is \$3,250,060.14*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 24th day of March, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per: _____

Rachel Moses

*In respect of the amount of indebtedness secured by the security as at March 18, 2020, the amounts of \$2,641,072.50 (Royal Credit Line) and \$59,940.14 (Visa) relate to the Notice of Intention to Enforce Security dated January 7, 2020 which has expired.

*In respect of the amount of indebtedness secured by the security as at March 18, 2020, the amount of \$64,321.02 (Term Facility) relate to the Notice of Intention to Enforce Security dated January 21, 2020 which has expired.



MINDEN GROSS LLP
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www.mindengross.com

DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117118

March 24, 2020

PERSONAL AND CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Surfaces Inc.
289 Courtland Avenue
Toronto ON L4K 4W9

Dear Milos Bezouska:

Re: Royal Bank of Canada (the "Bank") and Uniform Custom Countertops Inc. (the "Company")

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated August 25, 2016 limited to the sum of \$3,142,792.27.

We have been advised by the Bank that as at March 18, 2020, the Company is indebted to it in the following amounts:

1. in respect of a revolving lease line of credit by way of Leases in the total amount of \$484,726.48.

On behalf of the Bank, we hereby formally make demand upon you for the immediate payment of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

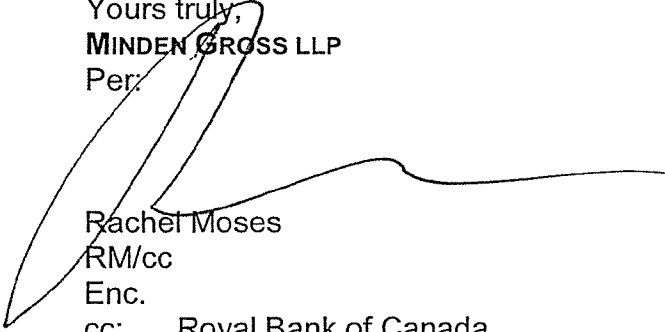
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per:



Rachel Moses
RM/cc
Enc.

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services
Tim Duncan, Gardiner Roberts LLP

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM SURFACES INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of:

- a General Security Agreement dated March 21, 2016.

- a Charge/Mortgage of Land registered in the Land Registry Office for York Registry Office (No. 65) on June 8, 2016 as Instrument No. YR2484093.
3. The total amount of indebtedness secured by the security as at March 18, 2020 is \$3,250,060.14*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 24th day of March, 2020.

ROYAL BANK OF CANADA
by its solicitors, MINDEN GROSS LLP

Per. _____

Rachel Moses

*In respect of the amount of indebtedness secured by the security as at March 18, 2020, the amounts of \$2,641,072.50 (Royal Credit Line) and \$59,940.14 (Visa) relate to the Notice of Intention to Enforce Security dated January 7, 2020 which has expired.

*In respect of the amount of indebtedness secured by the security as at March 18, 2020, the amount of \$64,321.02 (Term Facility) relate to the Notice of Intention to Enforce Security dated January 21, 2020 which has expired.

#41086284117118 v1



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DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117118

March 24, 2020

PERSONAL AND CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Uniform Custom Countertops Ltd.
289 Courtland Avenue
Toronto ON L4K 4W9

Uniform Custom Countertops Ltd.
Unit B 61 Auriga Drive
Nepean ON K2E 8B2

Dear Milos Bezouska:

Re: Royal Bank of Canada (the "Bank") and Uniform Custom Countertops Inc. (the "Company")

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated August 25, 2016 limited to the sum of \$3,142,792.27.

We have been advised by the Bank that as at March 18, 2020, the Company is indebted to it in the following amounts:

1. in respect of a revolving lease line of credit by way of Leases in the total amount of \$484,726.48.

On behalf of the Bank, we hereby formally make demand upon you for the immediate payment of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

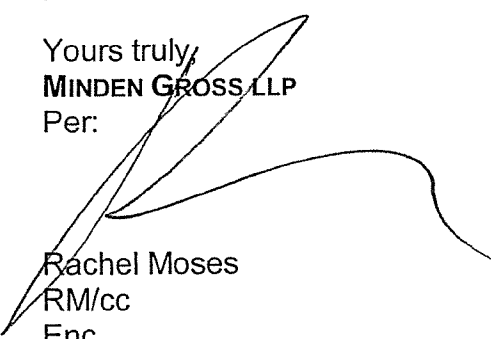


We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act (Canada)*.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP
Per:



Rachel Moses
RM/cc
Enc.

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services
Tim Duncan, Gardiner Roberts LLP

#41085624117118 v1

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: UNIFORM CUSTOM COUNTERTOPS LTD., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated March 21, 2016.
3. The total amount of indebtedness secured by the security as at March 18, 2020 is \$3,250,060.14*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 24th day of March, 2020.

ROYAL BANK OF CANADA
by its solicitors, ~~MINDEN GROSS LLP~~

Per: _____

Rachel Moses

*In respect of the amount of indebtedness secured by the security as at March 18, 2020, the amounts of \$2,641,072.50 (Royal Credit Line) and \$59,940.14 (Visa) relate to the Notice of Intention to Enforce Security dated January 7, 2020 which has expired.

*In respect of the amount of indebtedness secured by the security as at March 18, 2020, the amount of \$64,321.02 (Term Facility) relate to the Notice of Intention to Enforce Security dated January 21, 2020 which has expired.



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DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE NUMBER 4117118

March 24, 2020

PERSONAL AND CONFIDENTIAL

VIA REGISTERED MAIL AND ORDINARY MAIL

Milos Bezouska
289 Courtland Avenue
Toronto ON L4K 4W9

Karen Bezouska
289 Courtland Avenue
Toronto ON L4K 4W9

Dear Madam and Sir:

Milos Bezouska
50 Derosé Avenue
Bolton ON L7E 1B4

Karen Bezouska
50 Derosé Avenue
Bolton ON L7E 1B4

Re: Royal Bank of Canada (the "Bank") and Uniform Custom Countertops Inc. (the "Company")

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated August 29, 2016 limited to the sum of \$514,000.00.

We have been advised by the Bank that as at March 18, 2020, the Company is indebted to it in the following amounts:

1. in respect of a revolving lease line of credit by way of Leases in the total amount of \$484,726.48.

On behalf of the Bank, we hereby formally make demand upon you for the immediate payment of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a scale as between a solicitor and his own client.



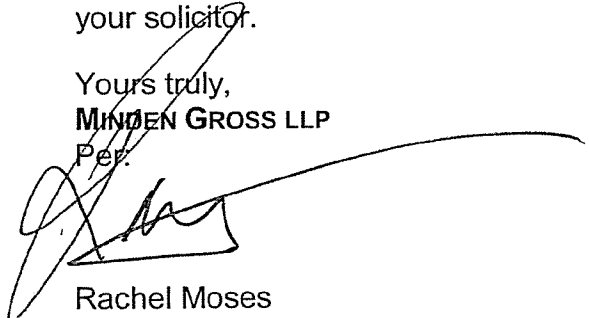
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,
MINDEN GROSS LLP

Per:



Rachel Moses
RM/cc

cc: Royal Bank of Canada
Attn: David R. Kennedy, Senior Manager – Special Loans and Advisory Services
Tim Duncan, Gardiner Roberts LLP

#41086344117118 v1



MINDEN GROSS LLP
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DIRECT DIAL 416-369-4115
E-MAIL rmoses@mindengross.com
FILE 4117118
NUMBER

April 13, 2020

PRIVATE & CONFIDENTIAL

EMAIL: milos@uniformcustom.com

Uniform Custom Countertops Inc.
289 Courtland Avenue
Toronto ON L4K 4W9

Attention: Milos Bezouska

This is Exhibit ¹² referred to in the
affidavit of D. K. W. N. Y.
sworn before me, this 29
day of April 2020

A COMMISSIONER FOR TAKING AFFIDAVITS

Dear Sir:

Re: **Royal Bank of Canada ("Bank") and Uniform Custom Countertops Inc. ("UCCI")**

As you are aware, the Bank has made formal demand on the indebtedness owing by UCCI. Demands have expired and the indebtedness remains outstanding to the Bank.

On behalf of the Bank, we hereby advise you that effective April 8, 2020 the Bank has cancelled the revolving demand facility (the "**Operating Facility**") as it is entitled to do so pursuant to the credit facilities letter agreement dated July 24, 2019.

We further advise you that effective April 8, 2020, the bank accounts maintained by you at the Bank, account numbers 00192-1023449 and 00192-4008736 (U.S. dollar account), are restricted to deposit only and all deposits will be held and/or applied by the Bank to permanently reduce the Operating Facility and to repay the indebtedness owing by you to the Bank. The Bank will not honour any cheques, pre-authorized payments, debit requests, payroll requests or other items of payment that are presented for payment to the accounts UCCI maintains with the Bank.

Please be advised that the Bank expects you to ensure that all monies generated by you in the course of your business operations, including but not limited to, all customer receipts, are to be deposited into the accounts UCCI maintains with the Bank.



We further advise you that your Visa card privileges in respect of account numbers 4516 0700 1112 6804 and 4516 0700 112 7497 are cancelled effective immediately. You will not be entitled to charge these cards with any debt or obligation.

Yours truly,
MINDEN GROSS LLP
Per:

A handwritten signature in black ink, appearing to read "Rachel Moses". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rachel Moses
RM/cc

cc: Royal Bank of Canada – Attn: David R. Kennedy, Senior Manager – Special Loans and
Advisory Services
Tim Duncan, Gardiner Roberts LLP

#41406214117118 v1



This is Exhibit ^{3A01} referred to in the
affidavit of D. KENNEDY
sworn before me, this 29
day of APRIL 2020

A COMMISSIONER FOR TAKING AFFIDAVITS

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FILE 4117195
NUMBER

April 13, 2020

PRIVATE & CONFIDENTIAL

EMAIL: milos@uniformcustom.com

Uniform Custom Countertops Ltd.

289 Courtland Avenue
Toronto ON L4K 4W9

Attention: Milos Bezouska

Dear Sir:

**Re: Royal Bank of Canada ("Bank") and Uniform Custom Countertops Ltd.
("UCCL")**

On behalf of the Bank, we hereby advise you that your Visa card privileges in respect of account numbers 4516 0700 1115 4285 and 4516 0700 1115 5571 are cancelled effective immediately. You will not be entitled to charge these cards with any debt or obligation. We further advise you that the Bank has exercised its rights of setoff and has transferred from account number 00192-1018811 the amount of \$9,737.61, which amount will be applied against the indebtedness owing by you to the Bank in such manner as the Bank determines in its sole and absolute discretion.

Yours truly,
MINDEN GROSS LLP
Per:



Rachel Moses
RM/cc

cc: Royal Bank of Canada – Attn: David R. Kennedy, Senior Manager – Special Loans and
Advisory Services
Tim Duncan, Gardiner Roberts LLP

#41406284117195 v1

Jeff Medeiros

From: Rachel Moses
Sent: Tuesday, April 28, 2020 12:54 PM
To: Jeff Medeiros
Subject: FW: Uniform custom countertops

Rachel Moses
Minden Gross LLP
T: 416.369.4115 F: 416.864.9223 www.mindengross.com
145 King St. West, Suite 2200, Toronto, ON M5H 4G2 Save contact details:
<http://www.mindengross.com/vcard.aspx?ID=Rachel-Moses>
MERITAS LAW FIRMS WORLDWIDE

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

-----Original Message-----

From: Rachel Moses
Sent: Monday, April 27, 2020 7:55 AM
To: 'rick@vivawoodltd.com' <rick@vivawoodltd.com>
Subject: Uniform custom countertops

This is Exhibit "BB" referred to in the
affidavit of D. Kennedy
sworn before me, this 29
day of APRIL 2020

A COMMISSIONER FOR TAKING AFFIDAVITS

Hello Mr. Digregorio,

The Bank has asked that I respond to your email sent to Mr. Kennedy at 10:11 a.m. on Friday, April 24, 2020. If you wish, you may communicate with me at this email address or call my cell at

Rachel Moses
Minden Gross LLP
T: 416.369.4115 F: 416.864.9223 www.mindengross.com
145 King St. West, Suite 2200, Toronto, ON M5H 4G2 Save contact details:
<http://www.mindengross.com/vcard.aspx?ID=Rachel-Moses>
MERITAS LAW FIRMS WORLDWIDE

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

-----Original Message-----

From: Rick Digregorio [mailto:rick@vivawoodltd.com]
Sent: Friday, April 24, 2020 10:11 AM
To: Kennedy, David R <david.r.kennedy@rbc.com>
Subject: Uniform custom countertops

Hello David,

I am the landlord at 289 courtland ave. And we have some concerns over uniform custom countertops if you would like to contact me for details at 416

Thank you
Rick Digregorio

Sent from my iPhone

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

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Jeff Medeiros

From: Rachel Moses
Sent: Tuesday, April 28, 2020 1:00 PM
To: Jeff Medeiros
Subject: FW: Spoke to a Interested party



RACHEL MOSES

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

MERITAS LAW FIRMS WORLDWIDE

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This is Exhibit CCC referred to in the
affidavit of D. KANSAY
sworn before me, this 29
day of APRIL 2020

A COMMISSIONER FOR TAKING AFFIDAVITS

From
Sent: Monday, April 27, 2020 7:49 AM
To:
Subject: Fwd: Spoke to a Interested party

From: "Waugh, Keith" <keith.waugh@rbc.com>
Subject: Spoke to a Interested party
Date: 24 April 2020 17:51
To: "Kennedy, David R" <david.r.kennedy@rbc.com>

Regarding company: Uniform Custom Countertops

Caller did not identify themselves but claimed the factory was being emptied this weekend of all the "assets". Any creditor seeking payment may not succeed as there will no longer any assets possible to hold. Strange conversation + I did not know what to say except that I would forward their concern.

Keith Waugh | Business Banking Advisor, Digital Advisor. Transit 05774, RBC Royal Bank | **Royal Bank of Canada** |
1260 Taylor Avenue, Winnipeg, Manitoba, R3M 3Y8

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Jeff Medeiros

From: Rachel Moses
Sent: Tuesday, April 28, 2020 1:05 PM
To: Jeff Medeiros
Subject: FW: Uniform

This is Exhibit 400 referred to in the
affidavit of D. KENNEDY
sworn before me, this 27
day of APRIL 2020

A COMMISSIONER FOR TAKING AFFIDAVITS



RACHEL MOSES

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

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From: Mukul Manchanda [mailto:mmanchanda@spergel.ca]

Sent: Monday, April 27, 2020 12:12 PM

Subject: FW: Uniform

Mukul Manchanda, CPA, CIRP, LIT | Partner

msi Spergel inc. | Licensed Insolvency Trustees
505 Consumers Road, Suite 200, North York, M2J 4V8
T: 416-498-4314 | C: 416-454-4246 | F: 416-498-4314
mmanchanda@spergel.ca | www.spergelcorporate.ca
Insolvency • Restructuring • Consulting



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From: Paula Amaral <pamaral@uniformcustom.com>

Sent: April 27, 2020 12:09 PM

To: Mukul Manchanda <mmanchanda@spergel.ca>

Subject: RE: Uniform

Hi Mukul,

I am going to call you soon.

Paula Amaral

Accounting Manager
Uniform Custom Countertops Inc.
289 Courtland Avenue
Concord, ON L4K 4W9
Tel: 905-761-3322 ext 233 Fax: 905-761-3323

From: Mukul Manchanda [<mailto:mmanchanda@spergel.ca>]

Sent: April 27, 2020 8:21 AM

To: Paula Amaral <pamaral@uniformcustom.com>

Subject: Uniform

Importance: High

Hi Paula,

I just tried your extension and it indicated that the company was closed due to confirmed and pending COVID-19 cases. The bank received information that the company was in the process of removing all assets from the premises. Can you confirm that all assets including books and records of the company remain at the premises? When I spoke to you last week you advised that the company was still operating, when was the decision made to shut down?

I will appreciate a quick response from you.

Thank you for your anticipated cooperation in this matter.

Regards,

Mukul Manchanda, CPA, CIRP, LIT | Partner

msi Spergel inc. | Licensed Insolvency Trustees
505 Consumers Road, Suite 200, North York, M2J 4V8
T: 416-498-4314 | C: 416-454-4246 | F: 416-498-4314
mmanchanda@spergel.ca | www.spergelcorporate.ca

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From: Rachel Moses
Sent: Tuesday, April 28, 2020 2:15 PM
To: Jeff Medeiros
Subject: FW: UNIFORM CUSTOM COUNTERTOPS INC. SRF 319486114



RACHEL MOSES

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

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This is Exhibit 44C referred to in the
affidavit of D. Kennedy
sworn before me, this 29
day of APRIL 20 20

A COMMISSIONER FOR TAKING AFFIDAVITS

From: Kennedy, David R [mailto:david.r.kennedy@rbc.com]
Sent: Tuesday, April 28, 2020 10:37 AM
To:
Subject: FW: UNIFORM CUSTOM COUNTERTOPS INC. SRF 319486114

David R. Kennedy | RBC Royal Bank | Royal Bank of Canada | 20 King Street West, 2nd Floor, Toronto, Ontario, M5H 1C4
David R. Kennedy, Senior Manager, Special Loans & Advisory Services | RBC | 416-974-5825

From: Bertucci, Cathy
Sent: Tuesday, April 28, 2020 10:34 AM
To: Kennedy, David R <david.r.kennedy@rbc.com>
Subject: RE: UNIFORM CUSTOM COUNTERTOPS INC. SRF 319486114

Hi David,

Further to my email yesterday, I spoke to this person again today.

I listened and committed to relay the information but told him that I didn't manage the client and didn't know anything about out them.

Thursday, Apr 23 the client emptied the warehouse of all their inventory and equipment and moved it to (and continue to operate out of) 91 Kelfield St, Unit 1, Etobicoke.

They are working with another company AP Marble located at 71 Fernstaff in Concord – where they continue to finish and sell off existing inventory.

There are surveillance cameras at the original location that would have evidence of this move.

His said his intent is to ensure the contractors and employees get paid so he wanted to keep us informed with what he sees happening at the company.

Hopefully this information is useful to you – but he didn't leave me a name or phone.

Thanks

Cathy Bertucci | Senior Commercial Account Manager, York Supply Chain | RBC Royal Bank | P. 905 738 3114 | F. 905 738 3271 | cathy.bertucci@rbc.com 3300 Hwy 7 W 2nd Floor, Concord ON L4K 3M3

For day-to-day transactional banking needs, feel free to engage our Commercial Service Advisors at 1-877-664-2942 (press 2 to select Service Team 1) or by e-mail: : serviceteamgr2@rbc.com

From: Kennedy, David R
Sent: 2020, April, 27 1:37 PM
To: Bertucci, Cathy <cathy.bertucci@rbc.com>
Subject: RE: UNIFORM CUSTOM COUNTERTOPS INC. SRF 319486114

Cathy thanks for this. We are aware of some calls coming in. Our lawyer is handling any inquiries.

I would suggest you refer to the owner of the company if they have any inquiries.

Regards,

David R. Kennedy | RBC Royal Bank | **Royal Bank of Canada** | 20 King Street West, 2nd Floor, Toronto, Ontario, M5H 1C4
David R. Kennedy, Senior Manager, Special Loans & Advisory Services | RBC | 416-974-5825

From: Bertucci, Cathy
Sent: Monday, April 27, 2020 12:50 PM
To: Kennedy, David R <david.r.kennedy@rbc.com>
Subject: UNIFORM CUSTOM COUNTERTOPS INC. SRF 319486114

Hi David,

I received a call today from someone (wouldn't tell me his name) representing contractors with regards to the above client.

He thought I was managing this account because I'm covering for Asad Melikov, who is no longer with the bank.

He said the company has vacated the premises overnight and is operating out of another unit under another company name.

He's going to call me back in a few hours and I'm hoping to give him your contact information.

Are you okay with that?

Cathy Bertucci | Senior Commercial Account Manager, York Supply Chain | RBC Royal Bank | P. 905 738 3114 | F. 905 738 3271 | cathy.bertucci@rbc.com 3300 Hwy 7 W 2nd Floor, Concord ON L4K 3M3

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From: Rachel Moses
Sent: Tuesday, April 28, 2020 2:20 PM
To:
Subject: FW: UNIFORM CUSTOM COUNTERTOPS INC. SRF 319486114



RACHEL MOSES

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

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This is Exhibit 44 referred to in the
affidavit of D. Kennedy
sworn before me, this 28
day of APRIL 2020


A COMMISSIONER FOR TAKING AFFIDAVITS

From: Rachel Moses
Sent: Tuesday, April 28, 2020 11:50 AM
To: 'Duncan, Tim' <tduncan@grllp.com>
Cc: 'Kennedy, David R' <david.r.kennedy@rbc.com>
Subject: RE: UNIFORM CUSTOM COUNTERTOPS INC. SRF 319486114

Hi Tim,

Further to our call, please see below email. We await to hear from you further in response to the allegations.

We also confirm that your clients are consenting to the revised draft order circulated yesterday and to the return date of May 4, 2020.



RACHEL MOSES

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

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From: Bertucci, Cathy
Sent: Tuesday, April 28, 2020 10:34 AM
To: Kennedy, David R <david.r.kennedy@rbc.com>
Subject: RE: UNIFORM CUSTOM COUNTERTOPS INC. SRF 319486114

Hi David,

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Hopefully this information is useful to you – but he didn't leave me a name or phone.

Thanks

Cathy Bertucci | Senior Commercial Account Manager, York Supply Chain | RBC Royal Bank | P. 905 738 3114 | F. 905 738 3271 | cathy.bertucci@rbc.com 3300 Hwy 7 W 2nd Floor, Concord ON L4K 3M3

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From: Kennedy, David R
Sent: 2020, April, 27 1:37 PM
To: Bertucci, Cathy <cathy.bertucci@rbc.com>
Subject: RE: UNIFORM CUSTOM COUNTERTOPS INC. SRF 319486114

Cathy thanks for this. We are aware of some calls coming in. Our lawyer is handling any inquiries.

I would suggest you refer to the owner of the company if they have any inquiries.

Regards,

David R. Kennedy | RBC Royal Bank | **Royal Bank of Canada** | 20 King Street West, 2nd Floor, Toronto, Ontario, M5H 1C4
David R. Kennedy, Senior Manager, Special Loans & Advisory Services | RBC | 416-974-5825

From: Bertucci, Cathy
Sent: Monday, April 27, 2020 12:50 PM
To: Kennedy, David R <david.r.kennedy@rbc.com>
Subject: UNIFORM CUSTOM COUNTERTOPS INC. SRF 319486114

Hi David,

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He thought I was managing this account because I'm covering for Asad Melikov, who is no longer with the bank.

He said the company has vacated the premises overnight and is operating out of another unit under another company name.

He's going to call me back in a few hours and I'm hoping to give him your contact information.

Are you okay with that?

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Court File No. CV2-20-00640197-0001

**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

CONSENT

msi Spergel inc. hereby agrees to act as Receiver in the above-noted matter.

DATED at TORONTO, Ontario this 27th day of April, 2020.

This is Exhibit 56 referred to in the
affidavit of D. KENNEDY
sworn before me, this 29
day of APRIL 2020


A COMMISSIONER FOR TAKING AFFIDAVITS

msi Spergel inc.

Per: 

Name: Mukul Manchanda, CPA, CIRP, LIT

Title: Partner

BETWEEN

ROYAL BANK OF CANADA
Applicant

-and-

UNIFORM CUSTOM COUNTERTOPS INC., et al
Respondents

Court File No. *CV - 20 - 00640 197-00CL*

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

CONSENT

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

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

Lawyers for the Applicant

(File No. 4117118)

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE

)
)
)

MONDAY, THE 4TH
DAY OF MAY, 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

**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 this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of David R. Kennedy sworn April , 2020 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, no one appearing for any other interested parties although served as appears from the affidavit of service of sworn , 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>>.

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.

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-____ - 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:

TAB 4

**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

CONSENT

The Applicant, Royal Bank of Canada, and the Respondents, Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., and Uniform Surfaces Inc., by their lawyers, hereby consent to the Receivership Order in the form attached hereto.

The parties hereto hereby certify that the within Receivership Order does not affect the rights of any persons under disability.

DATED at Toronto this 29th day of April, 2020.



MINDEN GROSS LLP, Lawyers for the
Applicant, Royal Bank of Canada

Per: Rachel Moses

DATED at Toronto this 29th day of April, 2020.



GARDINER ROBERTS LLP, Lawyers for the
Respondents, Uniform Custom Countertops
Inc., Uniform Custom Countertops Ltd., and
Uniform Surfaces Inc.

Per: Tim Duncan

Jeff Medeiros

From: Duncan, Tim <tduncan@grllp.com>
Sent: Wednesday, April 29, 2020 8:59 AM
To: Rachel Moses
Cc: Christine Cavarzan
Subject: RE: Consent and Receivership Order [IWOV-HPMain.FID492199]

Hi Rachel,

You have authority to sign the consent on my behalf. I look forward to receipt of your client's affidavit.

Best,

Tim Duncan

Gardiner Roberts LLP
Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3
T 416.865.6682 | F 416.865.6636 | E tduncan@grllp.com | www.grllp.com/p/timduncan

From: Duncan, Tim
Sent: April 28, 2020 5:39 PM
To: 'Rachel Moses'
Cc: Christine Cavarzan
Subject: RE: Consent and Receivership Order [IWOV-HPMain.FID492199]

Hi Rachel,

I am requesting instructions on point and will provide once confirmed.

Best,

Tim Duncan

Gardiner Roberts LLP
Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600, Toronto, ON M5H 4E3
T 416.865.6682 | F 416.865.6636 | E tduncan@grllp.com | www.grllp.com/p/timduncan

From: Rachel Moses [<mailto:RMoses@mindengross.com>]
Sent: April 28, 2020 3:22 PM
To: Duncan, Tim
Cc: Christine Cavarzan
Subject: Consent and Receivership Order [IWOV-HPMain.FID492199]

Hi Tim,

Can you please reply confirming your clients' consent to the receivership order. Please confirm that I may execute the consent on your behalf. Thank you



RACHEL MOSES

T: [416.369.4115](tel:416.369.4115) F: [416.864.9223](tel:416.864.9223) www.mindengross.com

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) DAY, THE
JUSTICE)
DAY OF , 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

**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 this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of David R. Kennedy sworn April , 2020 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, no one appearing for any other interested parties although served as appears from the affidavit of service of sworn , 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>>’.

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.

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-____ - 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:

B E T W E E N

ROYAL BANK OF CANADA
Applicant

-and-

UNIFORM CUSTOM COUNTERTOPS INC., et al
Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**APPLICATION RECORD
(Application for Order appointing Receiver)
(returnable on May 4, 2020 at 12:00 p.m., via Zoom)**

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