

**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

MOTION RECORD

November 4, 2020

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Solicitors for the Receiver,
msi Spergel Inc.

TO: Service List

SERVICE LIST

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TO: **HUMBERVIEW GROUP LEASING INC.**
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AND

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AND

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AND

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AND

TO: **HYUNDAI CAPITAL LEASE INC.**
HYUNDAI MOTOR FINANCE
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AND

TO: **HORLICK LEVITT DI LELLA LLP**
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Lawyers for York Region Standard Condominium
Corporation No. 1311

AND

TO: **CANADA REVENUE AGENCY**
c/o Department of Justice
Ontario Regional Office
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Attention: Rakhee Bhandari

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Email: rakhee.bhandari@justice.gc.ca

AND

TO: **HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY MINISTRY OF FINANCE**

Legal Services Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8E9

Attention: Kevin O'Hara
Senior Counsel, Ministry of Finance
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Fax: (905) 436-4510
Email: kevin.ohara@fin.gov.on.ca

AND

TO : **NORTH PARK HOLDINGS INC.**

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Vaughan, ON L4K 3Y3

Attention : Adriano Tari
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Email : rentals@northparkholdings.ca

Purchaser

AND

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Lawyers for the Purchaser

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Tab 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

**NOTICE OF MOTION
(returnable November 13, 2020)**

msi Spergel Inc. ("**Spergel**") in its capacity as Court-appointed receiver (the "**Receiver**") appointed pursuant to the Order of the Honourable Justice Hainey dated May 4, 2020 (the "**Appointment Order**") of the Property, as defined in the Appointment Order, will make a motion to the Court on **November 13, 2020** at 2:00 p.m., or as soon after that time as the motion can be heard by judicial teleconference via Zoom at Toronto, Ontario. Please refer to the conference details attached as **Schedule "A"** hereto in order to attend the motion and advise if you intend to join the motion by emailing Lindsay Provost at lprovost@harrisonpensa.com.

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

- ☐ in writing under subrule 37.12.1(1) because it is on consent;
- ☐ in writing as an opposed motion under subrule 37.12.1(4);
- ☒ orally.

THE MOTION IS FOR:

1. An Approval and Vesting Order, substantially in the form attached hereto at Schedule “B”, *inter alia*, approving the transaction (the “**Transaction**”) contemplated by the Agreement of Purchase and Sale between North Park Holdings Inc. (the “**Purchaser**”) and the Receiver dated August 28, 2020 and appended to the Second Report as Confidential Appendix “7” (the “**Sale Agreement**”) for the sale of the real property known municipally as 7250 Keele Street, Unit 368, Vaughan, Ontario, and described legally in PIN No. 29842-0368 (LT), and registered in the name of Uniform Surfaces Inc. (“**USI**”) (the “**Keele Property**”), and vesting all of the right, title and interest in and to the Keele Property of USI absolutely in the Purchaser free and clear of and from any any security, charge or other restriction other than any Permitted Encumbrances (as defined in the Approval and Vesting Order).
2. An Ancillary Order (Distribution), substantially in the form attached hereto at Schedule “C”, *inter alia*:
 - a. That the time for service, filing and confirmation of the Notice of Motion and the Motion Record be abridged so that this motion is properly returnable today and hereby dispenses with further service and confirmation hereof;
 - b. Approving the Receiver’s Second Report to the Court dated November 3, 2020 (the “**Second Report**”) and the activities and conduct of the Receiver as detailed therein;
 - c. Sealing the Confidential Appendices to the Second Report until the completion of the sale of the Real Properties, or until a further order of this Court;
 - d. That the Receiver’s Interim Statement of Receipts and Disbursements as detailed in the Second Report be approved;
 - e. That the Receiver’s Fees and Counsel Fees (all as defined and detailed in the Second Report), and payment of same, be approved; and,
3. Such further and other relief as counsel may request and this honourable court may permit

THE GROUNDS FOR THE MOTION ARE:

The Debtors and the Appointment of the Receiver

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

The Keele Property

5. The Keele Property consists of a condominium unit located in a shopping centre. As stated above, the Keele Property was previously used by UCCI and UCCL as a product showroom prior to their ceasing operations.
6. Aside from the Mortgage, the Keele Property is subject to a condominium bylaw passed by York Regional Standard Condominium Corporation No. 1311 (“**YRSCC**”). YRSCC has been served with the herein motion, as have all other creditors of the Respondents.

The Sales Process and the Transaction

7. The Receiver took possession of the Keele Property on or about May 5, 2020, and has undertaken the day-to-day management and safeguarding of the Keel Property since that date.
8. The Receiver obtained two full narrative appraisal of the Keele Property, and sought listing proposals from several potential agents, retaining Intercity Realty Inc. ("**Intercity**") on or about August 10, 2020.
9. Intercity undertook a comprehensive marketing process to expose the Keele Property to the market, including the use of electronic social media marketing flyers, e-blasts to agent networks, signage on the Keele Property, and in-person showings to potential buyers (the "**Sales Process**").
10. The Receiver received two offers to purchase the Keele Property, following the considerable exposure of the Keele Property to the market via the Sales Process.
11. Ultimately, the Receiver did accept the offer received from the Purchaser, on or about September 17, 2020, as the best of the two offers received.

Sale Agreement

12. There are no financing conditions in the Sale Agreement, which was completed on a cash-in-hand basis. The only outstanding conditions of the Sale Agreement are that vacant possession must be provided prior to the closing of the Transaction, and that the Receiver must obtain the Approval and Vesting Order sought herein.
13. Material terms of the Sale Agreement include:
 - a. That the purchase price set out in the Sale Agreement would be paid on execution of the Sale Agreement;
 - b. That the Transaction is to be completed on an "as is, where is" basis;
 - c. That the closing date of the Transaction is set for ten (10) days following the date on which the Receiver obtains the Approval and Vesting Order sought herein;

- d. That the Receiver has the right, power, and authority to complete the Transaction, subject to the approval of this Honourable Court.

Sale Transaction

14. It is the Receiver's position that the Sale Agreement represents a commercially reasonable transaction which will maximize the recovery from the sale of the Keele Property.
15. The Receiver states that it, with Intercity, conducted an extensive Sales Process for the sale of the Keele Property, which widely exposed the Keele Property to the public. It is the Receiver's position that the offers received accurately represent the value and appeal of the Keele Property on the open market.
16. Royal Bank of Canada, as senior secured creditor of the Respondents, supports the Transaction.

Other Actions of the Receiver

17. Since its First Report to the Court dated August 7, 2020, the Receiver has completed the following actions, aside from the sale of the Keele Property, as set out in the Second Report:
 - a. The Receiver has completed the closing of the Auction Agreement, as defined in the Second Report, and which was the subject of a previous motion before this Honourable Court;
 - b. The Receiver has continued its efforts to collect on the outstanding Accounts Receivable of UCCI and UCCL. It is the Receiver's position that it has reasonably completed the collection of Accounts Receivable in relation to ICCL, and is continuing this process in relation to UCCI; and,
 - c. The Receiver continues to quantify the claims of employees of the Respondents under the Wage Earner Protection Program.
18. It is the Receiver's position that its actions are reasonable and should be approved by this Honourable Court.

Sealing Order

19. Until such time as the Transaction complete, or until further order of this Court, the Receiver is of the view that the information and documentation contained in the Confidential Appendices should be sealed in order to avoid the negative impact that the dissemination of the confidential information contained therein would have if the sale of the Keele Property is not completed.

Approval of Receiver's Accounts

20. The Appointment Order requires the Receiver and its legal counsel to pass its accounts from time to time.
21. The Receiver has properly incurred fees and disbursements as detailed in the Second Report.
22. The fees incurred by the Receiver for services provided by its legal counsel, Harrison Pensa LLP are detailed in the Second Report.
23. The Receiver seeks the approval of the fees and disbursements of the Receiver and its counsel, and payment of same, as set out in the Second Report.
24. Section 243 of the BIA.
25. Sections 100 and 137(2) of the *Courts of Justice Act*.
26. Rules 2, 3, 37, 38, and 60.10 of the *Rules of Civil Procedure*.
27. The grounds as detailed in the Second Report.
28. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. The Appointment Order;
2. The Second Report of the Receiver and the Appendices thereto;

3. Such materials as counsel may advise and this Honourable Court may permit.

November 4, 2020

HARRISON PENZA LLP

Barristers & Solicitors
450 Talbot St.
London, ON N6A 4K3

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

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Solicitors for the Receiver,
msi Spergel Inc.

To: Service List

Schedule “A” – Zoom Conference Details

Join Zoom Meeting

<https://harrisonpensa.zoom.us/j/86910555894?pwd=ODJvQlY0MWdSaG94UXN5dzAzN2hTUT09>

Meeting ID: 869 1055 5894

Password: z4AAeTM?^X

One tap mobile

+12042727920,,86910555894#,,,,,0#,,6523724774# Canada

+14388097799,,86910555894#,,,,,0#,,6523724774# Canada

Dial by your location

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

SCHEDULE "B"

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE

)

FRIDAY, THE 13th

JUSTICE KOEHNEN

)

DAY OF NOVEMBER, 2020

)

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

APPROVAL AND VESTING ORDER

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

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

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

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

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

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

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

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

6. THIS COURT ORDERS that, notwithstanding:

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

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

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

Justice, Ontario Superior Court of Justice
(Commercial List)

Schedule A – Form of Receiver’s Certificate

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and –

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

Respondents

RECEIVER’S CERTIFICATE

RECITALS

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

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per: _____

Name:

Title:

Schedule B – Purchased Assets

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

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

[To be Inserted]

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

(unaffected by the Vesting Order)

[To be Inserted]

ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

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

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

SCHEDULE "C"

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	FRIDAY, THE 13 th
)	
JUSTICE KOEHNEN)	DAY OF NOVEMBER, 2020

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

ANCILLARY ORDER

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

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

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

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

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

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

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

Justice, Ontario Superior Court of Justice
(Commercial List)

ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

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

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

ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

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

	<p>ONTARIO</p> <p>SUPERIOR COURT OF JUSTICE</p> <p>COMMERCIAL LIST</p> <p>Proceeding commenced at Toronto, Ontario</p> <p>NOTICE OF MOTION</p> <p>Harrison Pensa ^{LLP} Barristers and Solicitors 450 Talbot Street, P.O. Box 3237 London, Ontario N6A 4K3</p> <p>Timothy C. Hogan (LSO #36553S) Robert Danter (LSO#69806O) Tel: (519) 679-9660 Fax: (519) 667-3362</p> <p>Solicitors for the Receiver, msi Spergel Inc.</p>
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Tab 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

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

November 4, 2020

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APPENDICES

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

CONFIDENTIAL APPENDICES

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

APPOINTMENT AND BACKGROUND

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

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

PURPOSE OF THIS SECOND REPORT AND DISCLAIMER

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

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

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

ACTIONS OF THE RECEIVER SINCE THE FIRST REPORT

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

Accounts Receivable

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

Wage Earner's Protection Program

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

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

Leased Premises

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

Real Property

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

THE SALE PROCESS WITH RESPECT TO THE REAL PROPERTY

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

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

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

THE RECEIVER’S REQUEST FOR A SEALING ORDER

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

FEES AND DISBURSEMENTS OF THE RECEIVER

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

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

FEES AND DISBURSEMENTS OF THE RECEIVER'S COUNSEL

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

RECEIVER'S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS

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

RECOMMENDATION

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

Dated at Toronto this 4th day of November, 2020.

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

Per:

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

Mukul Manchanda, CPA, CIRP, LIT
Principal

APPENDIX 1

MAY 4, 2020

Re RBC

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

Haring J.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.) MONDAY, THE 4TH
JUSTICE HAINEY) DAY OF MAY, 2020

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing MSI Spergel Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., and Uniform Surfaces Inc. and in respect of the real property municipally known as 7250 Keele Street, Unit 368, Vaughan, Ontario, (PIN 29842-0368 (LT) (the "Keele Property") owned by Uniform Surfaces Inc. (collectively the "Debtors"), acquired for, or used in relation to a business carried on by the Debtors, was heard by video conference by reason of the Covid-19 Pandemic.

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

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to

settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required,

- (i) 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.

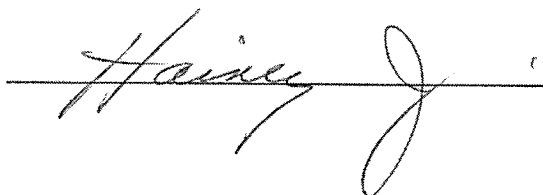
29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

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.

A handwritten signature in cursive script, reading "Hainey J.", is written over a horizontal line. The signature is fluid and stylized, with a large loop at the end of the last name.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "Receiver") of the assets, undertakings and properties of Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., and in respect of the Keele Property owned by Uniform Surfaces Inc. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 2020 (the "Order") made in an action having Court file number CV-20-00640197-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2020.

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

Per: _____

Name:

Title:

APPENDIX 2

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	MONDAY, THE 17 th
)	
JUSTICE Conway)	DAY OF AUGUST, 2020

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

APPROVAL AND VESTING ORDER

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

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

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

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

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

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

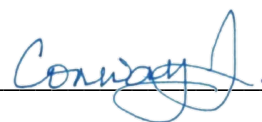
priority as they had with respect to the Auction Assets immediately prior to the sale, as if the Auction Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

4. THIS COURT ORDERS that, notwithstanding:

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

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

5. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order

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

Justice, Ontario Superior Court of Justice
Commercial List

ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

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

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

APPENDIX 3



Listing Presentation Proposal

PROPERTY :

UNIT 368 - 7250 Keele St, Concord, ON L4K 1Z8

Prepared For:

**Philip Gennis, J.D. CIRP, LIT, Partner
msi Spergel Inc., Licensed Insolvency Trustees
505 Consumers Road, Suite 200
North York, Ontario M2J 4V8**

July 26, 2020

Prepared By:

**Narinder Bhachu, B. Eng., Sales Representative
nbhachu.realty@gmail.com**

**Intercity Realty Inc., Brokerage
3600 Langstaff Road, Unit 14
Woodbridge, ON L4L 9E7
Tel: (416) 798-7070
Fax: (905) 851-8794
www.IntercityRealty.com**

Executive Summary

Mission

Successfully complete the sale of **UNIT 368 - 7250 Keele St, Concord, ON L4K 1Z8** for the highest value and best terms available in the marketplace all the while acting in accordance with the highest standards of integrity and honesty.

Business Description

Intercity Realty Inc., Brokerage is a unique boutique real estate firm who specializes in commercial real estate. This will allow us to successfully market the property in a manner that will allow the greatest number of buyers to understand the property's true value. We understand how the developers/investors and users value property and what determining factor will create a higher price for the seller.

Company Background

Intercity Realty Inc., Brokerage (ICR) is a full-service real estate brokerage and marketing firm providing exceptional service to a broad range of clients for over 45 years. Our clients include some of the largest developers in Ontario. As well, we have a prominent presence in the commercial market through-out the Greater Toronto Area (GTA).

Marketing

ICR knows and has access to the key decision makers of all prominent developers/investors in the GTA and Ontario. Every qualified developer/investor will be made aware of this property and will be provided with all pertinent information to make an informed decision. As well, we know how to reach "users" through our thorough marketing approach.

Sales Process

Through Multiple Listing Service (MLS) and offer deadline approach in compliance with the Seller's timelines.

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Appendix A

Current and Recent Land/Commercial Projects and Sales for Narinder

Appendix B

GeoWarehouse Report

Appendix C:

Comparable Sales:
Sold transactions
Current units for sale

Appendix D:

Contract Template:
Working with a Realtor
Listing Agreement – Offer for Sale
Identification Information Record (FINTRAC)
Fully Executed Confidential Agreement

1. Corporation Information and Background of Intercity Realty Inc., Brokerage

Company Profile

Intercity Realty Inc., Brokerage is an experienced advocate who will help you market and sell your property quickly and professionally. We are a full-service brokerage firm, with 45 years of growth and many long-term relationships of trust and Integrity with five decades of experience in the real estate industry covering commercial, residential, and new home sales markets.

Awards

- Intercity Realty Inc., Brokerage was awarded "Vaughan Chamber of Commerce Professional Business Achievement" as voted by the Vaughan Chamber of Commerce 2015.
- CoStar Power Broker Award, 2015 Leasing Transactions Volume.
- Intercity Realty Inc., Brokerage was nominated a finalist for "Vaughan Chamber Business Achievement Award" for Professional Services as voted by the Vaughan Chamber of Commerce 2012 and 2016 and is a finalist for 2017 and nominated in 2019 and again in 2020.
- Toronto Community Housing Corporation (TCHC) as listing real estate brokerage from 2013 to present.
- Canada Mortgage and Housing Corporation & Ministry of Housing - Delivery of Canada-Ontario Affordable Homeownership Program in York Region and Durham Region.

Narinder Bhachu Profile

Narinder Bhachu is a Commercial Sales Agent with Intercity Realty Inc., Brokerage. Narinder has over 10 years experience working with Commercial transactions in all aspects of the Residential and Industrial Commercial market including land acquisition, planning, development, and disposition. He is experienced in the areas of commercial real estate, business brokerage, & management consulting with corporations, developers, family estates, business owners, and high net worth individuals. He has worked with clients for raising capital, succession planning, asset disposition and acquisitions. He has been involved in power of sale and court transactions including land developments, farms, hotels, logistics operations, and debt restructuring for clients with major banks and federal government lenders. Apart from real estate, Narinder has over 15+ years experience working on projects in various roles in supply chain, strategic planning, and project management. He has experience working at multiple levels in both large and small corporations in multiple industries, including manufacturing, high tech, and mass retail and healthcare. His network allows him access to exclusive off market commercial properties and secure capitalized buyers and investors, both private and institutional. Narinder holds a Bachelor of Science in Industrial Engineering from the University of Toronto (2000) and has completed Project Management Certifications at York University Schulich School of Business (2010). He is currently working to attain his CCIM designation (current). He has spoken fluency in English, Punjabi, and Hindi.

Credentials and Professional Affiliations

Member in good-standing with:

Toronto Real Estate Board

Ontario Real Estate Association


Canadian Real Estate Association

A list of his most recent sales and transaction are available for review in Appendix A.

1.1 ICR Sales Team

Lou Grossi, Broker of Record, and Narinder Bhachu, Sales Representative will act as principal contacts for the Seller and will represent the Seller's interest in the sale of the subject property. They will oversee the sale in a professional and accountable manner. The support team will include: **Pina Santarcangelo**, Executive Assistance to Lou Grossi, **Anna Fantin**, Office Manager/Customer Service Relations, **Rosanna Saraceno**, Deal Secretary and **Alda Neves**, Managing Director of ICR and ICR's in-house marketing department. Our marketing department has a proven success record in putting together a thorough marketing plan that generates successful sales and optimum business exposure and selling price.

2. Property Details

Subject Properties:	UNIT 368 - 7250 Keele St, Concord, ON L4K 1Z8
Total Area:	Gross-up floor area above grade of approximately 691 square feet and a useable area of 430 square feet.
Municipal Address:	UNIT 368 - 7250 Keele St, Concord, ON L4K 1Z8
Legal 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
PIN NUMBER:	298420368
Registered Owner:	UNIFORM SURFACES INC.
Assessed Value Based on	
January 1, 2016:	
2020 Tax Year, Phased in Assessment:	 (Refer to Appendix B)
Zoning:	Commercial
Note:	Vacant

3. The Disposition Strategy

ICR will list the subject property on MLS with a commencement date agreeable to the Seller.

ICR will create a marketing package that will provide interested parties with all information required to make an informed decision on value and potential as it relates to the subject property. We will deliver this package to all potential buyers in the market. Confidentiality Agreements to be signed.

In this package, will be our stated asking price as well as an offer deadline date.

All offers will be reviewed by ICR and a summary of the offers will be presented to the Sellers as soon after the offer deadline date as reasonably possible.

At this point the Sellers will review the offers at their own pace and provide any questions/comments to ICR which will be relayed to the buyers if necessary, until the Sellers are satisfied with an offer for acceptance.

3.1 Provide Consultative Approach

A copy of any Environmental Reports, Planning Reports and any other relevant reports should be provided if available.

ICR, along with evaluating the offers presented; will provide advice on strength and reputation of any of the parties submitting offers.

3.2 Due Diligence

Buyers will be required to complete their own due diligence.

3.3 Comparable Sales

The following is a summary of all sales at the location from January 1, 2019 to Present (**See Appendix C for detail listings**):

- **FOR SALE:** 27 units, average price of [REDACTED] per sq ft. There are currently 7 of units under power of sale.
- **SOLD:** 4 units, average price of [REDACTED] per sq ft. The latest sale was at [REDACTED] per sq ft, and was an end unit with exposure to two aisles. The subject unit only has exposure to one aisle.
- **Appraisal 1** stated a value of [REDACTED]
- **Appraisal 2** stated a value of [REDACTED]

3.4 Estimate of Value

Our suggested list price based on gross up square footage of 691 sq ft would be:

- [REDACTED] This value takes into consideration the latest sales and appraisals.
- This would be an **open bid for 35-45 days, with offers taken and responded to at the discretion of MSI Spergel Inc.**

4. Marketing and Advertising Plan

The marketing program at ICR would be geared towards exposing the property to every builder, developer and investor and end-user in the market. We would use our in-house marketing team to institute the marketing plan which will consist of the following:

Signage on Property

We would arrange and pay for any signage required for the property. As many as possible and as large as allowed by municipal by-laws.

Property Profile Information Package (PPIP)

Pertinent property details such as: address, price, square footage/acreage, zoning (permitted and potential uses), site status, legal description, taxes, special terms, restrictions, special designations, detailed description: floor plans, offer terms and conditions will be stated.

Toronto Real Estate Board (TREB) Multiple Listing Service (MLS)

The listing on the subject property will be directly uploaded and will be distributed to such internet portals as Realtor.ca or MLS.ca.

All pertinent information features, photos, survey any reports (if available) and any additional potential uses or details to be included.

Intercity Realty Inc., Brokerage Website

Property will be linked to our website of which we have a strong following along with Facebook and Twitter.

Internet E-Blast

A coloured PPIP will be distributed through our ITRAC database system containing approximately over 50,000 contacts; many of which are builders, renovators, end-users and investors. Agents will be sent the announcement of the pertinent and enticing details of the subject property as well.

Property Tours and Showing

Tours of land will be arranged if/when practical and requested.

Target all Neighboring Buildings, Landowners and Municipalities

We will search all neighboring landowners and advise them of the subject property being for sale. In addition, each respective municipality and economic development department will be also be notified.

Traffic and Reporting Letters

We will follow up with all potential buyers on a daily basis and prepare bi-weekly status reporting letters to the owners. This will include market activity, follow-up with co-operating agents (feedback on site tours and showings), database tracking calls by agents from signage, advertising, internet registrations and inquiries via our ITRAC system.

All the above to be at the expense of ICR.

Samples of successful marketing materials are included in **Appendix E**.

5. Fee Proposal

ICR would be pleased to list this property on **MLS for a 5% commission fee + HST** provided we are the listing brokerage and selling brokerage. (**Refer to Appendix D**)

ICR would like to suggest a **listing period of 6 months**. This would allow enough time to expose the property to all interested buyers and as well; allow enough time for remarketing should a transaction fall through during due diligence. Periodic re-evaluation of price should take place during the listing period should the property not sell during the initial offer deadline period.

6. Disclosure

We certify to the best of our knowledge and ability, that no agents or staff at Intercity Realty Inc., Brokerage, has a conflict of interest in the sale of the property.

APPENDIX 4

**Listing Agreement – Commercial
Seller Representation Agreement
Authority to Offer for Sale**

This is a Multiple Listing Service® Agreement



OR

This Listing is Exclusive

EXCLUSIVE



BETWEEN:

BROKERAGE:

INTERCITY REALTY INC., BROKERAGE

(the "Listing Brokerage") Tel. No. 416-798-7070

SELLER: Msi Spergel inc., solely in its capacity as Court-Appointed

Receiver of Uniform Surfaces Inc. and not in any personal or corporate Capacity (the "Seller")

In consideration of the Listing Brokerage listing the real property for sale known as

unit 368 - 7250 Keele St, Concord, ON L4

(the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

commencing at 12:01 a.m. on the 3 day of August, 2020

until 11:59 p.m. on the 31 day of December, 2020 (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act, 2002, (REBBA), if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials. }



to offer the Property for sale at a price of:

Two Hundred Seventy-Five Thousand

Dollars (\$CDN) 275,000.00

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.



1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):

"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission

of 5.0 % of the sale price of the Property or

for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 2.5 % of the sale price of the Property or

..... out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on

the Seller's behalf within 180 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):





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4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
5. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
7. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.
8. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
9. **FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
10. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
11. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid.
- The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):





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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

(Does)

PG
(Does Not)

12. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

13. CONFLICT OR DISCREPANCY: If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

14. ELECTRONIC COMMUNICATION: This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

15. ELECTRONIC SIGNATURES: If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.

16. SCHEDULE(S) A, B and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

(Authorized to bind the Listing Brokerage)

(Date)

(Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

Msi Spergel Inc., solely in its capacity as Court-Appointed Receiver
(Name of Seller)

(Signature of Seller/Authorized Signing Officer)

(Seal)

August 10, 2020

(Date)

(Tel. No.)

(Signature of Seller/Authorized Signing Officer)

(Seal)

(Date)

(Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

(Spouse)

(Seal)

(Date)

(Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record

NARINDER BHACHU

(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by REBBA.

(Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of

this Agreement on the 10TH day of AUGUST, 20 20

(Signature of Seller)

Msi Spergel Inc., solely in its capacity as Court-Appointed Receiver

(Date)

(Signature of Seller)

Receiver of Uniform Surfaces Inc., and not in any personal

(Date)

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SCHEDULE "A"

1. Notwithstanding any other provision contained in this Agreement, the Seller shall only be liable to pay the commission provided for in the Listing Agreement if the purchase is completed. Intercity Realty Inc. (hereinafter, the "Broker") acknowledges that the sale is taking place pursuant to the court order of The Honourable Justice Hainey and that further court approval of the sale ("Court Approval") is a pre-condition to completion of the transaction. The Seller cannot guarantee that Court Approval will be obtained. The Brokerage also acknowledges that the purchaser of the Property may include in the agreement of purchase and sale certain conditions which the Seller is required to fulfil prior to closing (collectively, "Conditions") including, without limitation, the delivery of vacant possession. The fulfilment of such Conditions by the Seller cannot be guaranteed. The parties agree that no commission shall be payable if the transaction is not completed because Court Approval is not obtained or if the Conditions are not met or are impracticable to meet.
2. It is further understood and agreed that the Broker shall offer the Property for sale on an "as is, where is" basis and that the Broker shall make no representations, warranties, promises or agreements with respect to or in any way connected with the Property, including, without limitation, the title, description, fitness, state, condition, environmental status nor the existence of any work orders or deficiency notices affecting the Property.
3. Notwithstanding any other provision of this Agreement, the Vendor makes no representations or warranties regarding the Property, the condition of the Property, the existence of any insurance or its ability to enter into this listing agreement nor does the Vendor provide the Broker with any indemnification regarding any such matters.
4. In the event of any conflict between the provisions of this Schedule "A" and the provisions of the pre-printed portions of the Listing Agreement, the provisions of this Schedule "A" shall override and shall govern and prevail for all purposes.
5. Any prospective purchaser agrees to use the Vendors Form of Offer which will be provided by the Broker to such prospective purchaser.



schedule 'B'

ACKNOWLEDGEMENT (this "Acknowledgment")

TO: msi Spergel inc. ("Spergel"), in its capacity as the Court-appointed receiver (in such capacity, the "Receiver") of Uniform Surfaces Inc., (the "Company")

WHEREAS:

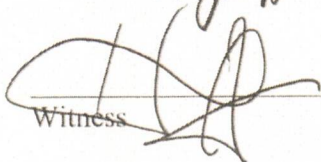
- A. Spergel was appointed as the Receiver of all the assets, undertakings and properties of the Company by way of an Order of The Honourable Mr. Justice Hailey of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on May 4, 2020 (the "**Receivership Order**");
- B. subject to the terms and conditions of the Receivership Order, the Receiver is empowered and authorized to, amongst other things, occupy the premises municipally known as 7250 Keele Street, Unit 368, Concord, Ontario (the "**Premises**");
- C. the Receivership Order also provides, amongst other things, that *"the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out [of] the provisions of [the Receivership 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"* (the "**Release**"); and
- D. the undersigned wishes to access the Premises on the terms and conditions herein provided;

NOW THEREFORE, in consideration of being provided access to the Premises and such other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agrees as follows:

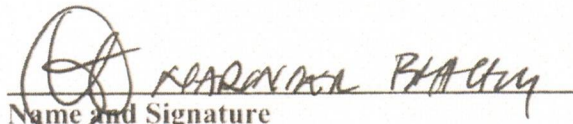
- 1. it agrees to abide strictly by all regulations and recommendations put in place by the relevant governmental authorities, including, without limitation, the relevant health authorities, in respect of COVID-19;
- 2. it agrees that the Receiver shall incur no liability or obligation as a result of it granting the undersigned access to the Premises, including, but not limited to, any illness or bodily harm that may result from the undersigned or any other person contracting COVID-19;
- 3. it has had an adequate opportunity to read and consider the Release and this Acknowledgment and to obtain such advice in regard to the Release and this Acknowledgment as the undersigned considers advisable, including, without limitation, independent legal advice;
- 4. it fully understands the nature and effect of the Release and this Acknowledgment and agrees to be bound by the Release and this Acknowledgment;
- 5. this Acknowledgment has been duly executed voluntarily;

6. all of the foregoing shall enure to the benefit of the Receiver and its successors, assigns, representatives and agents and be binding upon the undersigned and its heirs, executors, successors, assigns, representatives and agents;
7. this Acknowledgment will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein;
8. the undersigned hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario sitting in Toronto, and consents to the jurisdiction and venue of the Court for the resolution of any disputes with the Receiver, regardless of whether or not such disputes arose under this Acknowledgment;
9. the terms of this Acknowledgment constitute the entire agreement between the undersigned and the Receiver relating to the subject matter hereof;
10. it is acknowledged by the undersigned that Spergel is entering into this Acknowledgment solely in its capacity as the Receiver and that Spergel shall have absolutely no personal or corporate liability under or as a result of this Acknowledgment in any respect; and
11. this Acknowledgment may be executed by the undersigned by PDF, each of which when so executed will be deemed to be an original.

IN WITNESS WHEREOF the undersigned has executed this Acknowledgment this 4th
day of August, 2020.



Witness



Name and Signature

31171535.1

PL

Form 815

for use in the Province of Ontario

The Commercial REALTOR® Consumer Relationship

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission (E&O) insurance.

When you choose to use the services of a Commercial REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its Commercial REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

Client

A "client" relationship creates the highest form of obligation for a Commercial REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The Commercial REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement or Mandate with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

Customer

A buyer/tenant or seller/landlord may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A Commercial REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a restricted level of service. Services provided to a customer may include showing the property or properties, taking customer direction to draft an offer and present the customer offer etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer/tenant or seller/landlord customer.

Under the Act, the Commercial REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

What Happens When...

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the Commercial REALTORS® and their brokerage must make sure all buyers, sellers, and their Commercial REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. Commercial REALTORS® typically use what is called a Confirmation of Co-operation and Representation form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your Commercial REALTOR® for an explanation.

Critical Information

Commercial REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a Commercial REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your Commercial REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your Commercial REALTOR®. You should read and understand every contract before you finalize it.


Acknowledgement by: Msi Spergel inc., solely in its capacity as Court-Appointed Receiver of Uniform Surfaces Inc.
(Names)

I/we have read, understand, and have received a copy of Working with a Commercial REALTOR®

Sellers: As seller(s), I/we understand that

INTERCITY REALTY INC., BROKERAGE

(Name of Brokerage)

(initial one)


Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.

Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

(Signature) Msi Spergel Inc., (Court-Appointed Receiver) (Date)

(Signature) (Date)

Buyers: As buyer(s), I/we understand that

(Name of Brokerage)

(initial one)

Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.


Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

(Signature) (Date)

(Signature) (Date)

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working.

For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

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Corporation/Entity Identification Information Record

NOTE: A Corporation/Entity Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate. It is recommended that the Corporation/Entity Identification Information Record be completed:

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Transaction Property Address: unit 368 - 7250 Keele St. Concord, ON L4K 1Z8
UNIT 368 - 7250 Keele St, Concord, ON L4K 1Z8

Sales Representative/Broker Name: NARINDER BHACHU
Date: July 26th 2020

A.1. Verification of Corporation

NOTE: Either section A.1 or A.2 must be completed for your corporate/entity clients or unrepresented entities that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented entity, complete section A.3 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime, or terrorist activity. Where you are using an agent or mandatary to verify the existence of an entity, see procedure described in CREA's materials on REALTOR Link®.

1. Name of Corporation:
2. Corporate Address:
3. Nature of Principal Business:
4. Name of Directors: As set out in certificate of corporate status or other record confirming corporation's existence.

5. Type and Source of Verification Record:

Must confirm existence of the corporation (e.g., certificate of corporate status, published annual report, government notice of assessment). If record is in paper format, a copy must be kept. If record is an electronic version, a record of the corporation's registration number and type and source of record (e.g., Corporations Canada website) must be kept.

6. Registration number of corporation:

7. Attach a copy of corporate records showing authority to bind corporation regarding transaction:

(e.g., certificate of incumbency, articles of incorporation, by-laws setting out officers duly authorized to sign on behalf of corporation)

A.2. Verification of Other Entity (if applicable)

1. Name of other entity:
2. Address:
3. Nature of Principal Business:
4. Type of Verification Record: Must confirm existence of other entity (e.g., partnership agreement, articles of association).
5. Source of Record: Record may be paper or an electronic version. If record is in paper format, a copy must be kept. If record is an electronic version, a record of the entity's registration number and type and source of record must be kept.
6. Registration number:

Pls complete info thakya



APPENDIX 5

Marketing Status Report for:

7250 Keele St, unit 368

DATE: September 10, 2020



Prepared For:

Mr. Philip Gennis
505 Consumers Road, Suite 200
North York, ON M2J 4V8

Prepared By

NARINDER BHACHU, B.ENG
Salesperson
nbhachu.reealty@gmail.com
Work: 416-798-7070

INTERCITY REALTY INC., BROKERAGE
3600 Langstaff Rd., Ste14
Vaughan, ON L4L9E7
416-798-7070

September 10, 2020

Mr. Philip Gennis, J.D., CIRP, LIT Partner
505 Consumers Road, Suite 200
North York, ON M2J 4V8

Re: 7250 Keele St 368 - 30 day report

Dear Mr. Gennis,

Thank you for the opportunity market the property for sale. This report will outline the 30 day status of the sale of the property. This report of current and past market activity compares the subject property with other properties (sold and for sale) and provides an analysis of the marketing and outlook for the sale of the property.

The property was marketed using :

- Social media channels (twitter, Instagram, Intercity Website)
- Marketing Flyer
- Signage on the unit
- Eblast to Intercity and Agent network of 300+ agents
- In Person Meetings / Showings to contractors / buyers
- MLS TREB - MLS#:N4871032
- Property Management Marketing - review with existing marketing initiatives

There are approximately 350 units in the location at 7250 Keele St.. As of September 10, 2020,

- There are currently **37 units listed for sale** on MLS (on market) many which have been on the market for an average of **143 days**.
- There are an additional approximate **40 units for sale** (off market), which have been communicated to me in the past 30 days by other owners, contacts, and agents.
- Out of the remaining 273 units, there are approximately 30% that are vacant or idle (not fully operational).
- The average days on the market for properties for sale **(pre-covid) was 28 days**

There have only been **two properties sold in 2020** , unit 135 and units 179/212 with an average price of [REDACTED] with an average of **53 days** on the market.

[REDACTED]

[REDACTED]

Over the **past 30 days** there have been :

- Showings : 10
- Offers that were verbally communicated : 7
- Offers actually presented : 2

Out of the 2 offers presented, **1 offer has presented a firm CASH offer.**

[REDACTED]
[REDACTED]

Should you have any questions, or wish to review any items, please contact me directly.

Sincerely,

NARINDER BHACHU, B.Eng.
Salesperson - Commercial / ICR
nbhachu.reealty@gmail.com
Work: 416-798-7070
Direct: 416-417-8087

INTERCITY REALTY INC., BROKERAGE
3600 Langstaff Rd., Ste14
Vaughan, ON L4L9E7
416-798-7070

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APPENDIX 6

<u>PROPERTY DESCRIPTION:</u> <div>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</div>						
<u>PROPERTY REMARKS:</u> <div>FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.</div>						
<u>ESTATE/QUALIFIER:</u> <div>FEE SIMPLE LT ABSOLUTE PLUS</div>						
<u>OWNERS' NAMES</u> <div>UNIFORM SURFACES INC.</div>						
					<div>PIN CREATION DATE: 2016/05/03</div>	
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
	**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						
YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
REMARKS: SITE PLAN AGREEMENT						
65R35462	2015/01/26	PLAN REFERENCE		IMPROVE INC.		C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YR2447057	2016/03/22	NOTICE				C
87YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE 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.

29842-0368 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2479036 <i>REMARKS: BY-LAW # 1</i>	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
YR2479045 <i>REMARKS: BY-LAW # 2</i>	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766 <i>REMARKS: AMENDMENT TO DECLARATION YR2466166</i>	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
YR2484092	2016/06/08	TRANSFER	\$340,000	IMPROVE INC.	UNIFORM SURFACES INC.	C
YR2484093	2016/06/08	CHARGE	\$238,000	UNIFORM SURFACES INC.	ROYAL BANK OF CANADA	C
YR2484094 <i>REMARKS: YR2484093</i>	2016/06/08	NO ASSGN RENT GEN		UNIFORM SURFACES INC.	ROYAL BANK OF CANADA	C
YR2772818 <i>REMARKS: BY-LAW NO. 3</i>	2017/12/13	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		C
YR3098438 <i>REMARKS: APPOINTING RECEIVER</i>	2020/05/14	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C
YR3112108	2020/06/25	CONDO LIEN/98	\$2,463	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C

APPENDIX 7

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 11/4/2020
File Currency Date: 11/03/2020
Family(ies): 4
Page(s): 7

SEARCH : Business Debtor : UNIFORM SURFACES INC.

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

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 11/4/2020
File Currency Date: 11/03/2020
Family(ies): 4
Page(s): 7

SEARCH : Business Debtor : UNIFORM SURFACES INC.

FAMILY : 1 OF 4 ENQUIRY PAGE : 1 OF 7
SEARCH : BD : UNIFORM SURFACES INC.

00 FILE NUMBER : 714614094 EXPIRY DATE : 08MAR 2021 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20160308 1950 1531 3270 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: UNIFORM SURFACES INC.

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

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

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA

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

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

FAMILY : 2 OF 4
SEARCH : BD : UNIFORM SURFACES INC.

ENQUIRY PAGE : 2 OF 7

00 FILE NUMBER : 717080814 EXPIRY DATE : 30MAY 2022 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20160530 1054 1862 7362 REG TYP: P PPSA REG PERIOD: 6
02 IND DOB : IND NAME:
03 BUS NAME: UNIFORM SURFACES INC.

OCN :

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

OCN :

07 ADDRESS : 7250 KEELE STREET, UNIT 368
CITY : VAUGHAN PROV: ON POSTAL CODE: L4K 1Z8

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA

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

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YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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

15

16 AGENT: MARIA DE PRISCO, LL.B.

17 ADDRESS : 7050 WESTON ROAD, SUITE 400
CITY : VAUGHAN PROV: ON POSTAL CODE: L4L 8G7

FAMILY : 3 OF 4
SEARCH : BD : UNIFORM SURFACES INC.

ENQUIRY PAGE : 3 OF 7

00 FILE NUMBER : 735986385 EXPIRY DATE : 26JAN 2049 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20180126 1208 1590 1873 REG TYP: P PPSA REG PERIOD: 25
02 IND DOB : IND NAME:
03 BUS NAME: UNIFORM SURFACES INC.

OCN : 2276805

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

OCN : 2276805

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

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

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GENERAL COLLATERAL DESCRIPTION

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

FAMILY : 3 OF 4
SEARCH : BD : UNIFORM SURFACES INC.

ENQUIRY PAGE : 4 OF 7

FILE NUMBER 735986385
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20180126 1453 1590 1904
21 REFERENCE FILE NUMBER : 735986385
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 6 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: UNIFORM SURFACES INC.

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

OCN:

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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

FAMILY : 4 OF 4
SEARCH : BD : UNIFORM SURFACES INC.

ENQUIRY PAGE : 5 OF 7

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

OCN :

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

OCN :

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

08 SECURED PARTY/LIEN CLAIMANT :
CWB NATIONAL LEASING INC.

09 ADDRESS : 1525 BUFFALO PL (2908301)
CITY : WPG PROV: MB POSTAL CODE: R3T 1L9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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

17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 4 OF 4
SEARCH : BD : UNIFORM SURFACES INC.

ENQUIRY PAGE : 6 OF 7

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

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

OCN :

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

OCN :

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

08 SECURED PARTY/LIEN CLAIMANT :

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

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 4 OF 4
SEARCH : BD : UNIFORM SURFACES INC.

ENQUIRY PAGE : 7 OF 7

FILE NUMBER 747234738

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

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

OCN:

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

10
11
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13 AGREEMENT NUMBER CORRECTION - 2908310
14
15

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

APPENDIX 8

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

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

Defendants

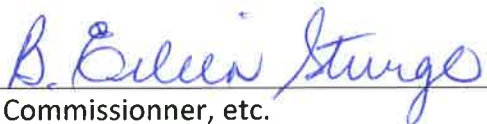
AFFIDAVIT OF MUKUL MANCHANDA
(sworn November 4, 2020)

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

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

3. In connection with the receivership of UCCL for the period from August 1, 2020 to October 31, 2020 fees of \$48,522.86 inclusive of HST and disbursements were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "1"** to this my Affidavit. This represents 166.80 hours at an effective rate of \$257.40 per hour.
4. In connection with the receivership of UCCL for the period from August 1, 2020 to October 31, 2020 fees of \$8,829.82 inclusive of HST and disbursements were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "2"** to this my Affidavit. This represents 24.40 hours at an effective rate of \$320.25 per hour.
5. In connection with the receivership of USI for the period from August 1, 2020 to October 31, 2020 fees of \$9,028.42 inclusive of HST and disbursements were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "3"** to this my Affidavit. This represents 22.85 hours at an effective rate of \$349.66 per hour.
6. The hourly billing rates detailed in this Affidavit are comparable to the hourly rates charged by Spergel for services rendered in relation to similar proceedings.
7. This Affidavit is made in support of a motion to, *inter alia*, approve the receipts and disbursements of the Receiver and its accounts.
8. I make this Affidavit for no improper purpose.

SWORN BEFORE ME at the City
of Toronto, in the Province of
Ontario, this 4th day of November, 2020.


A Commissioner, etc.

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022.

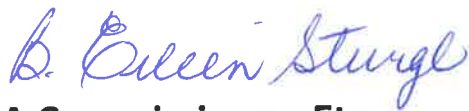


MUKUL MANCHANDA

This is Exhibit "1" of the Affidavit of

MUKUL MANCHANDA

Sworn before me on this 4th day of November, 2020



A Commissioner, Etc.

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022.

November 04, 2020

Invoice #: 11957

Uniform Custom Countertops Inc

Billing Period: Oct 31, 2020

Invoice

RE: Uniform Custom Countertops Inc

FOR PROFESSIONAL SERVICES RENDERED for the period August 1, 2020 to October 31, 2020 in connection with our appointment as Court-Appointed Receiver.

	Hours	Hourly Rate	Total
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	0.50	\$465.00	\$232.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.80	290.00	232.00
Mukul Manchanda, CPA, CIRP, LIT	25.30	375.00	9,487.50
Paula Amaral	102.50	250.00	25,625.00
Rashid Peeroo	13.10	175.00	2,292.50
Others	24.60	205.85	5,064.00
Total Professional fees	166.80	\$257.40	\$42,933.50
HST			5,581.36
Reimbursable Expenses			
PPSA Search			\$8.00
Total Reimbursable expenses			\$8.00
Total			\$48,522.86

HST Registration #R103478103

(AAUCCI-R)

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAUCCI-R to AAUCCI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Thur	08/27/2020	Review and sign cheques	0.10	\$465.00	\$46.50
Mon	08/31/2020	Review and sign cheques	0.10	\$465.00	\$46.50
Tues	09/22/2020	Review and approve disbursements	0.10	\$465.00	\$46.50
Mon	09/28/2020	Review and approve disbursements	0.10	\$465.00	\$46.50
Tues	10/20/2020	review and approve accounts payable	0.10	\$465.00	\$46.50
Deborah Hornbostel (DHO)			0.50		\$232.50
Frieda Kanaris (FKA)					
Wed	08/05/2020	Admin. on file; prepare posting for WTR from Platinum.	0.70	\$250.00	\$175.00
Thur	08/13/2020	T/c and emails with insurance broker.	0.30	\$250.00	\$75.00
Mon	08/17/2020	Review A/R with Paula, print G/L; email to MM re bank draft details; t/c with CRA re trust audit and documents requested.	0.70	\$250.00	\$175.00
Tues	08/18/2020	Review and requisition payment for payables.	0.50	\$250.00	\$125.00
Fri	08/21/2020	Attend at premises, oversee removal of machinery by Stellar; emails with Paula re HST filing and company records and vehicles left at premises.	6.00	\$250.00	\$1,500.00
Mon	08/24/2020	Attend at premises and meet with Paula, return to office; review and deposit A/R cheques.	1.00	\$250.00	\$250.00
Tues	08/25/2020	T/c with employee re WEPPA, review file.	0.40	\$250.00	\$100.00
Fri	08/28/2020	Prepare schedule and requisition payment for rent.	0.30	\$250.00	\$75.00
Mon	08/31/2020	Requisition payment for insurance, exchange of emails with Wendi re PAP and amount owing; email to Sandra to pickup rent cheque.	0.50	\$250.00	\$125.00
Thur	09/10/2020	T/c from ADT, send email re alarm notification.	0.20	\$250.00	\$50.00
Fri	09/11/2020	T/c from ADT, send email re alarm notification; review and respond to emails re T4's; t/c from Candice (CRA) re audit review.	0.50	\$250.00	\$125.00
Tues	09/15/2020	Email exchange with MM re insurance.	0.30	\$250.00	\$75.00
Wed	09/16/2020	T/c to ADP; exchange of emails with Wendi (Breckles Insurance); requisition payment for payables.	0.70	\$250.00	\$175.00
Thur	09/17/2020	T/c's with ADP, discussion with Paula re T4's; exchange of emails with Wendi, complete PAP form for payment of monthly insurance premiums, forward to insurance broker.	0.80	\$250.00	\$200.00
Mon	09/21/2020	Email to PG re HST accounts.	0.20	\$250.00	\$50.00
Mon	09/28/2020	T/c from customer re missing countertop; requisition payment for rent and payables.	1.10	\$250.00	\$275.00
Fri	10/02/2020	T/c's with CRA.	0.30	\$250.00	\$75.00
Mon	10/05/2020	Review and requisition payment for payables.	0.30	\$250.00	\$75.00
Fri	10/16/2020	Review and requisition payment for utilities; t/c with ADT.	0.50	\$250.00	\$125.00
Frieda Kanaris (FKA)			15.30		\$3,825.00
Gillian Goldblatt (GGO)					
Fri	08/07/2020	review and approve disbursement.	0.10	\$290.00	\$29.00
Thur	08/20/2020	review and approve disbursements.	0.20	\$290.00	\$58.00
Mon	08/31/2020	review and approve disbursements.	0.10	\$290.00	\$29.00
Tues	09/08/2020	review and approve disbursements.	0.10	\$290.00	\$29.00
Fri	09/18/2020	review and approve disbursements.	0.10	\$290.00	\$29.00
Wed	10/07/2020	review and approve disbursements.	0.10	\$290.00	\$29.00
Fri	10/30/2020	Review and approve disbursement.	0.10	\$290.00	\$29.00
Gillian Goldblatt (GGO)			0.80		\$232.00
Hinna Shaikh (HSH)					
Mon	08/10/2020	Updated site	0.10	\$120.00	\$12.00
Tues	08/18/2020	updated site	0.10	\$120.00	\$12.00

Filters Used:

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MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
		Hinna Shaikh (HSH)	0.20		\$24.00
Haran Sivanathan (HSI)					
Tues	08/04/2020	General	1.50	\$150.00	\$225.00
Fri	08/28/2020	General	0.20	\$150.00	\$30.00
Fri	09/18/2020	General	0.20	\$150.00	\$30.00
Fri	10/23/2020	General	0.20	\$150.00	\$30.00
Fri	10/30/2020	General	0.80	\$150.00	\$120.00
		Haran Sivanathan (HSI)	2.90		\$435.00
Inga Friptuleac (IFR)					
Tues	08/04/2020	, Deposit, Issue cheques	0.60	\$125.00	\$75.00
Tues	08/18/2020	Issue cheques	1.00	\$125.00	\$125.00
Mon	08/24/2020	Deposit; Issue cheques	0.60	\$125.00	\$75.00
Mon	08/31/2020	Issue cheques, Deposit	0.60	\$125.00	\$75.00
Mon	09/07/2020	Deposit	0.20	\$125.00	\$25.00
Mon	09/21/2020	Deposit, Issue cheques	0.60	\$125.00	\$75.00
Mon	09/28/2020	Issue cheques	0.80	\$125.00	\$100.00
Tues	10/06/2020	Issue cheques	0.40	\$125.00	\$50.00
Tues	10/13/2020	Deposit; Issue cheque; Postings	0.60	\$125.00	\$75.00
Mon	10/19/2020	Issue cheque	0.20	\$125.00	\$25.00
Mon	10/26/2020	Issue cheque, Posting Deposit	0.40	\$125.00	\$50.00
		Inga Friptuleac (IFR)	6.00		\$750.00
Mukul Manchanda (MMA)					
Tues	08/04/2020	Receipt and review of an email from T. Hogan containing comments to the report. Email exchanges with T. Hogan regarding timing of service of our materials. Email exchanges with A. Moskowitz regarding the auction agreement and the deposit. Telephone discussion with A. Moskowitz regarding the auction agreement. Revised the agreement as per discussions and emailed a pdf copy including list of assets. Telephone discussion with A. Moskowitz regarding assets included for the auction. Revised the auction agreement accordingly. Prepared a fully executed copy of the agreement and emailed same to A. Moskowitz. Receipt and review of an email from E. Marshall regarding confirmation of payment of deposit.	0.50	\$375.00	\$187.50
Wed	08/05/2020	Receipt and review of an email from R. Danter containing the draft notice of motion and approval and vesting order. Sent an email asking for the draft ancillary order. Receipt and review of an email from T. Hogan containing the draft ancillary order. Receipt and review of an email from S. Di Gregorio regarding vacating the premises. Forwarded same to T. Hogan. Email exchanges with T. Hogan regarding same. Conducted research with respect to the occupancy period available to the Receiver.	0.90	\$375.00	\$337.50
Thur	08/06/2020	Conference call with T. Hogan and R. Danter regarding the report and the email received from the landlord.	0.30	\$375.00	\$112.50
Fri	08/07/2020	Finalize the report and appendices. Prepare fee affidavit, interim R&D. Prepared executed copy of the report and emailed same to T. Hogan along with appendices. Receipt and review of an email from T. Hogan containing draft response to D. Di Gregerio. Sent an email providing comments. Telephone discussion with T. Hogan regarding same. Review and approve disbursement. Receipt and review of the motion record. Arranged to have same posted to the case website.	2.50	\$375.00	\$937.50

Filters Used:

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MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Fri	08/14/2020	Email exchanges with J. Sugar regarding the outcome of the sales process. Receipt and review of an email from A. Moskowitz regarding certain missing pieces from equipment. Telephone discussions with A. Moskowitz regarding same. Review of emails regarding collection of accounts receivable.	0.50	\$375.00	\$187.50
Mon	08/17/2020	Prepare for the court hearing and attended court hearing. Email exchanges and telephone discussion with B. Imbrogno regarding removing the assets. Receipt and review of the draft occupation agreement. Receipt and review of an email from Madam Justice Conway containing the endorsement and signed orders. Review of email exchanges between P. Amaral and J. Moskowitz regarding the gear box and transformer. Receipt and review of an email from T. Hogan containing the signed agreement from Stellar. Email exchanges with respect to preparing T4's.	1.30	\$375.00	\$487.50
Tues	08/18/2020	Receipt and review of an email from B. Imbrogno regarding removal of Stellar assets. Revised the occupation agreement and emailed same to T. Hogan. Further email exchanges regarding same with T. Hogan. Receipt and review of multiple emails from P. Amaral to customers regarding collection of accounts receivable.	0.80	\$375.00	\$300.00
Wed	08/19/2020	Email exchanges with T. Hogan regarding the revisions requested by the landlord's lawyer regarding the occupation agreement.	0.20	\$375.00	\$75.00
Thur	08/20/2020	Email exchanges with F. Kanaris with respect to insurance premiums. Discussions with P. Amaral regarding collection of receivables.	0.40	\$375.00	\$150.00
Fri	08/21/2020	Email exchanges regarding attendance at the premises for supervision of the removal of the Stellar assets. Provided instructions to P. Amaral regarding removal of the books and records required by the Receiver. Receipt and review of comments on the occupation agreement from the landlord. Sent an email to T. Hogan agreeing to the proposed changes. Receipt and review of an email from T. Hogan forwarding a request from landlord regarding adding him as the named insured. Telephone discussion with T. Hogan regarding same. Email exchanges with A. Melikov regarding the auction of the assets.	1.00	\$375.00	\$375.00
Mon	08/24/2020	Telephone discussion with Jacob an ex employee regarding his WEPPA application. Instructed F. Kanaris to deal with the issue.	0.30	\$375.00	\$112.50
Wed	08/26/2020	Prepared an executed copy of the occupation agreement and emailed same along with a lease disclaimer to Vince and T. Hogan. Receipt review and approve payables.	0.40	\$375.00	\$150.00
Thur	08/27/2020	Receipt review and approve payable.	0.10	\$375.00	\$37.50
Mon	08/31/2020	Receipt review and approve payable.	0.10	\$375.00	\$37.50
Tues	09/01/2020	Receipt and review of an email from Z. Smith regarding the Raywal receivable. Discussion regarding same with T. Hogan.	0.30	\$375.00	\$112.50
Wed	09/02/2020	Review of email exchanges with customers regarding outstanding payments. Discussion with P. Amaral regarding status of accounts receivables. Email exchanges with T. Hogan regarding the Raywal receivable.	0.60	\$375.00	\$225.00
Thur	09/03/2020	Review of emails with respect to collection of receivables. Receipt, review and approve cheque requisition. Review of email exchanges with ADP regarding preparation of T4's and ROEs.	0.40	\$375.00	\$150.00
Fri	09/04/2020	Receipt and review of an email to SCI Lease Corp regarding the vehicle. Email exchanges with E. Marshall regarding the water leakage and clean up of same.	0.30	\$375.00	\$112.50

Filters Used:

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MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Tues	09/08/2020	Receipt, review and approve payables. Receipt and review of an email from P. Amaral regarding monies outstanding from Ballantry Homes Inc. Receipt and review of an email from P. Amala regarding monies outstanding from Kylemore Communities. Sent an email to T. Hogan asking him to write to Kylemore and Ballantry Homes with respect to outstanding payment.	1.00	\$375.00	\$375.00
Wed	09/09/2020	Email exchanges with T. Hogan regarding backup documents related to outstanding receivables. Receipt and review of an email from D. Kennedy regarding an update on the file. Email exchanges with T. Zwierzynski regarding outstanding invoices. Receipt and review of the subcontractor analysis. Email exchanges with M. McLaughlin regarding access to the premises. Receipt and review of an email exchange between T. Hogan and G. Chan regarding the contract with Kylemore.	0.80	\$375.00	\$300.00
Thur	09/10/2020	Email exchanges with customers regarding outstanding receivables. Email exchanges and telephone discussion with T. Hogan regarding various matters.	0.40	\$375.00	\$150.00
Fri	09/11/2020	Review of multiple emails from T. Hogan. Email exchanges with respect to opening RT2 account. Review of email from E. Marshall requesting list of customers. Review of email exchanges with Remington. Review of the documents supporting the accounts receivable. Instructed P. Amaral to send the requested information to Remington. Email exchanges with respect to a security alarm trigger. Receipt review and sign RC59 form.	0.50	\$375.00	\$187.50
Mon	09/14/2020	Receipt, review and signed business consent form and the form to open an HST account. Telephone discussion with T. Hogan regarding email received from G. Chan. Review of email exchanges between T. Hogan and G. Chan.	0.30	\$375.00	\$112.50
Tues	09/15/2020	Receipt and review of an email from D. Kennedy regarding the debits in the account with respect to the insurance premium. Communication with the the broker regarding setting up a pad for insurance premiums. Receipt and review of an email from Remington offering \$26K to settle the outstanding accounts receivable. Email exchanges with Great Gulf regarding release letter and payment of outstanding balance. Review of email exchanges with Great Gulf regarding release letter.	0.80	\$375.00	\$300.00
Wed	09/16/2020	Receipt, review and approve payable. Receipt and review of an email to W. Zanutel regarding outstanding amount from Remington.	0.20	\$375.00	\$75.00
Thur	09/17/2020	Receipt and review of email exchanges with insurance broker regarding automatic withdrawals. Receipt and review of demand letters to various customers from T. Hogan. Email exchanges with W. Zanutel regarding outstanding amounts. Receipt and review of the statement of claim from J. Britsky. Forwarded same to T. Hogan for response.	0.70	\$375.00	\$262.50
Mon	09/21/2020	Review of an email from T. HOgan regarding court attendance for a distribution motion. Review of email exchanges regarding providing access to the landlord. Review of emails regarding collection of receivables.	0.40	\$375.00	\$150.00
Tues	09/22/2020	Prepare updated interim statement of receipt and disbursements and provided an update to D. Kennedy on the file.	0.80	\$375.00	\$300.00
Wed	09/23/2020	Receipt and review of an email from D. Kennedy regarding estimated realization.	0.20	\$375.00	\$75.00
Thur	09/24/2020	Email exchanges with Zeke regarding payment of \$20k from Raywal.	0.10	\$375.00	\$37.50

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAUCCI-R to AAUCCI-R
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MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Fri	09/25/2020	Receipt and review of email exchanges with W. Zanutel regarding outstanding amounts from Remington.	0.20	\$375.00	\$75.00
Mon	09/28/2020	Review and responded to an email from the insurance company with respect to the sale of assets.	0.20	\$375.00	\$75.00
Mon	09/28/2020	Receipt, review and approve payables.	0.10	\$375.00	\$37.50
Wed	09/30/2020	Receipt and review of an email from D. Kennedy requesting an estimated realization from the assets to RBC. Telephone discussion with T. Hogan regarding fees to date and estimate to closing.	0.30	\$375.00	\$112.50
Thur	10/01/2020	Email exchanges with Remington regarding payment of the outstanding amounts. Agree to provide a 10% discount on account of any warranty issues.	0.20	\$375.00	\$75.00
Fri	10/02/2020	Participated in a conference call with D. Johnston and P. Amaral with respect to cancellation of services and payment of outstanding invoices.	0.50	\$375.00	\$187.50
Mon	10/05/2020	Receipt and review of an email from C. Coleiro.	0.10	\$375.00	\$37.50
Wed	10/07/2020	Receipt and review of an email from J. Lezzi containing the draft release with respect to the amounts outstanding from Great Gulf. Forwarded same to T. Hogan.	0.20	\$375.00	\$75.00
Thur	10/08/2020	Receipt and review of an email from D. Johnston containing the final invoice and the statement of account. Approved same for processing.	0.20	\$375.00	\$75.00
Fri	10/09/2020	Receipt and review of an email from T. Hogan containing comments regarding the release prepared by Great Gulf.	0.20	\$375.00	\$75.00
Tues	10/13/2020	Receipt and review of the Great Gulf release. Sent an email providing comments. Receipt and review of an email from W. Zanutel advising that the settlement cheques are ready for pickup. Sent an email to W. Zanutel advising that we will arrange for a courier to pickup the cheques.	0.40	\$375.00	\$150.00
Wed	10/14/2020	Receipt and review of an email from R. Jazayeri regarding the motion for the approval and vesting order. Receipt and review of email exchanges between R> Jazayeri and T. Hogan regarding relief to be sought at the motion.	0.20	\$375.00	\$75.00
Thur	10/15/2020	Review of email exchanges regarding removal of the canon printer. Email exchanges regarding showing of the premises on Tuesday.	0.20	\$375.00	\$75.00
Mon	10/19/2020	Receipt, review and approve disbursements. Receipt and review of an email from D. Kennedy forwarding an email containing the balance in the account and providing instructions to transfer same to our trust account. Voicemail from A. Moskowitz regarding the auction status. Telephone discussion with A. Moskowitz regarding status of the auction and excess proceeds including timing to vacate the premises. Email exchanges with respect to removal of the canon printer. Receipt and review of an email from Great Gulf regarding the release. Review same with T. Hogan.	1.00	\$375.00	\$375.00
Tues	10/20/2020	Receipt, review and approve disbursements. Receipt and review of email exchanges with J. Lezzi regarding the Great Gulf release.	0.30	\$375.00	\$112.50
Wed	10/21/2020	Email exchanges with D. Johnson and P. Amaral regarding the Apogee balance. Telephone discussion with A. Moskowitz regarding removal of Hazardous material. Email exchanges with A. Moskowitz regarding same. Telephone discussion and email exchanges with T. Hogan regarding the obligation of the receiver to dispose hazardous material. Sent an email to A. Moskowitz advising that the receiver does not have any obligation to remove hazardous material.	1.00	\$375.00	\$375.00

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAUCCI-R to AAUCCI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
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MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Thur	10/22/2020	Review of email exchanges regarding the release with Great Gulf. Email exchanges with T. Hogan regarding same. Email exchanges with D. Johnston.	0.20	\$375.00	\$75.00
Fri	10/23/2020	Email exchanges with T. Hogan regarding the release form.	0.20	\$375.00	\$75.00
Fri	10/30/2020	Draft report to court and prepare appendices.	2.50	\$375.00	\$937.50
Mukul Manchanda (MMA)			25.30		\$9,487.50
Paula Amaral (PAM)					
Mon	08/17/2020	Sent information to Platinum Assets regarding Gear box; reconciled Receivables list with Spergel list and reviewed accounts, downloaded monthly payroll registers from ADP for January 2019 to April 2020 for CRA, T5s for contractors and HST reports	3.50	\$250.00	\$875.00
Tues	08/18/2020	Followed up on receivables, contacted site contacts to request completions, downloaded supporting documents from UCC Inc portal and submitted to customers, contacted customers. revised ROEs for all employees to reflect bankruptcy and worked on getting T4s for 2020.	8.00	\$250.00	\$2,000.00
Wed	08/19/2020	Responded to emails from customers and provided supporting documents. Filed HST returns.	5.25	\$250.00	\$1,312.50
Thur	08/20/2020	Downloaded POs for all Great Gulf, Ballymore and Kylemore invoices that are outstanding.	7.00	\$250.00	\$1,750.00
Fri	08/21/2020	Responded to emails from Great Gulf, worked on searching and contacting lease company for last vehicle and contacted ADP regarding T4s	5.00	\$250.00	\$1,250.00
Mon	08/24/2020	Supervising removal of machinery	6.50	\$250.00	\$1,625.00
Tues	08/25/2020	review bills and enter any missing expenses and file April HST for UCC Inc	4.00	\$250.00	\$1,000.00
Wed	08/26/2020	Review AR and contact customers with outstanding amounts. Investigate invoices that are in dispute and provide supporting documents to customers.	2.00	\$250.00	\$500.00
Thur	08/27/2020	review receivables, call with ADP to request T4s, email to ADP in response to request for payment of outstanding amounts	2.00	\$250.00	\$500.00
Fri	08/28/2020	Follow up with ADP for T4s and SCI Lease to resolve final vehicle lease	1.00	\$250.00	\$250.00
Mon	08/31/2020	Download documents from UCC's hosted portal including payroll documents, contracts and invoicing related. Email hosting company to cancel services. Visit site to retrieve hard copies of completions and invoices.	4.50	\$250.00	\$1,125.00
Wed	09/02/2020	Respond to email for UCC receivables- Greystone and Remington. Prepare envelope with master key for pick up by Platinum Assets.	0.25	\$250.00	\$62.50
Tues	09/08/2020	Review receivables, prepare package email to forward to Mukul. Send email to Uniform customers that recently communicated about making payments. Follow up with dealership and SCI lease for return of vehicle.	2.00	\$250.00	\$500.00
Wed	09/09/2020	Prepare package email for Uniform customers with outstanding amounts and who have not communicated. Forward package to Mukul.	1.00	\$250.00	\$250.00
Thur	09/10/2020	Discuss receivables with Mukul. Respond to Raywal regarding wire instructions for payment of outstanding amount. Forward account deposit information for payment made directly to bank account. Forward Platinum Assets customer list. Reply to email regarding receivables as they arrive, reconcile and record payments received and update spreadsheet with amounts and notes.	2.50	\$250.00	\$625.00

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAUCCI-R to AAUCCI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Paula Amaral (PAM)					
Fri	09/11/2020	Respond to email regarding receivables and return of items belonging to third parties. Prepare forms for Business Consent and HST #s. Meet agent at Uniform for showings of property.	5.50	\$250.00	\$1,375.00
Mon	09/14/2020	Contact suppliers with merchandise to pick up, reconcile amounts expected from receivables, finalize and send Business Consent, HST application forms.	3.00	\$250.00	\$750.00
Tues	09/15/2020	Respond to email regarding receivables for Kylemore, Great Gulf and Remington. Search for missing invoices and supporting documents as per Remington's email indicating amounts they are agreeing to pay.	3.00	\$250.00	\$750.00
Wed	09/16/2020	Respond to email regarding receivables and investigate claims made by suppliers regarding invoices. Search for invoices for Remington that they indicated they are missing. Prepare email with new amounts.	3.00	\$250.00	\$750.00
Thur	09/17/2020	Respond to email regarding receivables, organize suppliers to pick up merchandise, contact ADP for T4s	2.00	\$250.00	\$500.00
Fri	09/18/2020	Meet with Bailiff for pick up of final leased vehicle, ADT for service on alarm and other providers for pick up of merchandise at premises.	7.00	\$250.00	\$1,750.00
Wed	09/23/2020	Supervise real estate showings with real estate agent.	5.00	\$250.00	\$1,250.00
Fri	09/25/2020	Prepare realization schedule update. Review demand letters and send update on outstanding amounts.	2.50	\$250.00	\$625.00
Mon	09/28/2020	Update Realization Schedule.	1.00	\$250.00	\$250.00
Thur	10/01/2020	Attend premises for realty tour	4.00	\$250.00	\$1,000.00
Fri	10/02/2020	Update realization schedule and follow up on outstanding items: T4s and pick up of leased equipment.	1.00	\$250.00	\$250.00
Wed	10/07/2020	Attend premises for return of leased equipment and realty tour	4.00	\$250.00	\$1,000.00
Thur	10/15/2020	General	0.50	\$250.00	\$125.00
Mon	10/19/2020	Organize wire for T4s, request remittance summaries and download payroll registers required for CRA Payroll Examination. Finalize and send release letter to Great Gulf.	1.50	\$250.00	\$375.00
Wed	10/21/2020	Attend premises for pick up of canon printer. Review of outstanding receivables.	3.00	\$250.00	\$750.00
Fri	10/23/2020	Assemble all information requested by CRA for payroll examination including T4s, remittance summaries and payroll registers.	2.00	\$250.00	\$500.00
Paula Amaral (PAM)			102.50		\$25,625.00
Rashid Peeroo (RPR)					
Fri	08/07/2020	Review of email and response to AR customer. Emailing of demand letters to three AR customers and updating of collection notes.	0.70	\$175.00	\$122.50
Fri	08/14/2020	Follow up phone calls and email to AR customers of UCCI. Updating of AR collection tracker.	2.70	\$175.00	\$472.50
Tues	08/25/2020	Travel to UCCI site to supervise removal of equipment. Lock up of property and travel back home.	7.00	\$175.00	\$1,225.00
Wed	09/02/2020	Review of email from AR customer.	0.20	\$175.00	\$35.00
Thur	09/03/2020	Travel to site granting access for viewing of property. Secure property and travel back to office.	2.50	\$175.00	\$437.50
Rashid Peeroo (RPR)			13.10		\$2,292.50
Susan Downey (SDW)					
Thur	09/24/2020	Prepare cheque requisition for Platinum re: security of premises	0.20	\$150.00	\$30.00
Susan Downey (SDW)			0.20		\$30.00

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAUCCI-R to AAUCCI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Total for File ID AAUCCI-R:			166.80		\$42,933.50
Grand Total:			166.80		\$42,933.50

This is Exhibit "2" of the Affidavit of

MUKUL MANCHANDA

Sworn before me on this 4th day of November, 2020



A Commissioner, Etc.

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022.

November 04, 2020

Invoice #: 11958

Uniform Custom Countertops Ltd.

Billing Period: Oct 31, 2020

Invoice

RE: Uniform Custom Countertops Ltd.

FOR PROFESSIONAL SERVICES RENDERED for the period August 1, 2020 to October 31, 2020 in connection with our appointment as Court-Appointed Receiver.

	Hours	Hourly Rate	Total
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	0.10	\$465.00	\$46.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.50	290.00	145.00
Mukul Manchanda, CPA, CIRP, LIT	15.50	375.00	5,812.50
Others	8.30	218.07	1,810.00
Total Professional fees	24.40	\$320.25	\$7,814.00
HST			1,015.82
Total			\$8,829.82

HST Registration #R103478103

(AAUCCL-R)

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAUCCL-R to AAUCCL-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

Printed on: 11/04/20

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File Name (ID): Uniform Custom Countertops Ltd. (AAUCCL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Wed	10/07/2020	Review and approve disbursements.	0.10	\$465.00	\$46.50
		Deborah Hornbostel (DHO)	0.10		\$46.50
Frieda Kanaris (FKA)					
Wed	08/05/2020	Requisition payment for rent; admin. on file.	0.80	\$250.00	\$200.00
Mon	08/10/2020	Email exchange with site manager re turning on water.	0.30	\$250.00	\$75.00
Thur	08/13/2020	T/c and emails with insurance broker.	0.20	\$250.00	\$50.00
Mon	08/17/2020	Review A/R with Paula; t/c with CRA re trust audit.	0.30	\$250.00	\$75.00
Tues	08/18/2020	Review and requisition payment for payables.	0.50	\$250.00	\$125.00
Mon	08/24/2020	Exchange of emails setting up walk through with landlord; t/c's with bailiff re picking up vehicle.	0.50	\$250.00	\$125.00
Tues	08/25/2020	Exchange of emails and t/c's with site manager and MM re attendance at premises.	0.50	\$250.00	\$125.00
Wed	08/26/2020	Exchange of emails with Jonathan (site manager) re scheduling site visits with landlord, purchaser and removal of forklift and Hyundai.	0.60	\$250.00	\$150.00
Fri	08/28/2020	T/c's and emails with Wayne Byron (bailiff) and Jonathan re pick-up of Hynundai; prepare schedule and requisition payment for rent.	0.40	\$250.00	\$100.00
Wed	09/02/2020	T/c with Hydro One and Enbridge re discontinuing service; email to Revenue Ottawa re water.	0.50	\$250.00	\$125.00
Tues	09/08/2020	Email to Wendi re insurance cancellation.	0.30	\$250.00	\$75.00
Wed	09/16/2020	Review and requisition payment for payables.	0.20	\$250.00	\$50.00
Mon	09/28/2020	Exchange of emails re insurance.	0.20	\$250.00	\$50.00
Mon	10/05/2020	Review and requisition payment for payables.	0.30	\$250.00	\$75.00
Tues	10/20/2020	Review and requisition payment for final utility bill.	0.30	\$250.00	\$75.00
Thur	10/22/2020	Review and respond to email from landlord.	0.20	\$250.00	\$50.00
		Frieda Kanaris (FKA)	6.10		\$1,525.00
Gillian Goldblatt (GGO)					
Thur	08/20/2020	review and approve disbursements.	0.20	\$290.00	\$58.00
Mon	08/31/2020	review and approve disbursements.	0.10	\$290.00	\$29.00
Fri	09/18/2020	review and approve disbursements.	0.10	\$290.00	\$29.00
Wed	10/07/2020	General	0.10	\$290.00	\$29.00
		Gillian Goldblatt (GGO)	0.50		\$145.00
Haran Sivanathan (HSI)					
Fri	08/28/2020	General	0.20	\$150.00	\$30.00
Fri	09/18/2020	General	0.20	\$150.00	\$30.00
		Haran Sivanathan (HSI)	0.40		\$60.00
Inga Friptuleac (IFR)					
Tues	08/04/2020	Issue cheque	0.20	\$125.00	\$25.00
Tues	08/18/2020	Issue cheques	0.80	\$125.00	\$100.00
Mon	08/31/2020	Issue cheque	0.20	\$125.00	\$25.00
Mon	09/21/2020	Issue cheques	0.20	\$125.00	\$25.00
Tues	10/06/2020	Issue cheque	0.20	\$125.00	\$25.00
Mon	10/19/2020	Issue cheque	0.20	\$125.00	\$25.00
		Inga Friptuleac (IFR)	1.80		\$225.00
Mukul Manchanda (MMA)					

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAUCCL-R to AAUCCL-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

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File Name (ID): Uniform Custom Countertops Ltd. (AAUCCL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Tues	08/04/2020	Receipt and review of an email from T. Hogan containing comments to the report. Email exchanges with T. Hogan regarding timing of service of our materials. Email exchanges with A. Moskowitz regarding the auction agreement and the deposit. Telephone discussion with A. Moskowitz regarding assets included for the auction. Revised the auction agreement accordingly. Prepared a fully executed copy of the agreement and emailed same to A. Moskowitz. Receipt and review of an email from E. Marshall regarding confirmation of payment of deposit.	0.50	\$375.00	\$187.50
Wed	08/05/2020	Receipt and review of an email from R. Peterson regarding the rent payment. Sent an email advising payment will be made shortly. Receipt and review of an email from R. Danter containing the draft notice of motion and approval and vesting order. Sent an email asking for the draft ancillary order. Receipt and review of an email from T. Hogan containing the draft ancillary order.	0.50	\$375.00	\$187.50
Thur	08/06/2020	Telephone call from A. Moskowitz regarding moving the equipment from Ottawa.	0.50	\$375.00	\$187.50
Fri	08/07/2020	Finalize the report and appendices. Prepare fee affidavit, interim R&D. Prepared executed copy of the report and emailed same to T. Hogan along with appendices. Review and approve disbursement. Receipt and review of the motion record. Arranged to have same posted to the case website.	1.90	\$375.00	\$712.50
Fri	08/14/2020	Lengthy telephone discussions with A. Msokowitz regarding sale of the assets. Discusions with the purchaser regarding occupation of the premises and access to view the assets.	1.00	\$375.00	\$375.00
Mon	08/17/2020	Prepare for the court hearing and attended court hearing. Email exchanges with T. Hogan regarding vacating the Ottawa premises. Receipt and review of an email from Madam Justice Conway containing the endorsement and signed orders. Email exchanges with respect to preparing T4's.	1.00	\$375.00	\$375.00
Fri	08/21/2020	Receipt and review of an email from A. Moskowitz advising that Platinum sold all of the assets at the Ottawa location. Lengthy telephone discussion with A. Moskowitz regarding same. Telephone discussion with T. Hogan regarding same. Receipt and reveiw draft email to R. Peterson from T. Hogan. Sent an email providing comments.	1.00	\$375.00	\$375.00
Mon	08/24/2020	Receipt and review of an email from R. Peterson asking for the keys to the premises. Receipt and review of an email from T. Hogan to R. Peterson requesting that the landlord conduct an inspection of the premises prior to the Receiver handing over the keys. Receipt and review of an email from R. Peterson requesting that his client be provided access to the premies for inspection purposes. Arranged for the requested access. Sent an email to Toyota asking them to arrange for pickup of the forklift. Email exchanges with F. Grosso regarding same.	0.80	\$375.00	\$300.00
Wed	08/26/2020	Receipt and review of an email from the landlord advising that it is satisfied with the inspection and after payment of rent and handing over the keys the landlord will release the Receiver of any obligation the receive may have to the landlord. Email exchanges with the landlord regarding meeting tomorrow to hand over the keys. Receipt review and approve payables.	0.40	\$375.00	\$150.00

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAUCCL-R to AAUCCL-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

Printed on: 11/04/20

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File Name (ID): Uniform Custom Countertops Ltd. (AAUCCL-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Thur	08/27/2020	Receipt and review of an email from J. Wever advising that the forklift has been removed from the premises and the keys have been handed over to the landlord. Sent an email to the landlord confirming that the Receiver has vacated the premises and that the Receiver will pay rent to and including August 26th. Receipt and review of an email from landlord regarding same. Receipt and review of an email from ADP regarding issuance of T4s.	0.40	\$375.00	\$150.00
Fri	08/28/2020	Email exchanges regarding removal of the hyundai vehicle from the Ottawa premises.	0.20	\$375.00	\$75.00
Mon	08/31/2020	Receipt review and approve payable.	0.10	\$375.00	\$37.50
Thur	09/03/2020	Email exchanges with F. Kanaris regarding cancelling insurance for the Ottawa location. Email exchanges with respect to cancelling the utilities.	0.40	\$375.00	\$150.00
Fri	09/11/2020	Email exchanges with respect to opening RT2 account. Receipt, review and sign RC59 form. Review of email exchanges with ADP regarding preparation of T4s. Telephone discussion with ADP regarding same.	0.50	\$375.00	\$187.50
Mon	09/14/2020	Receipt, review and signed business consent form and the form to open an HST account.	0.20	\$375.00	\$75.00
Tues	09/22/2020	Receipt, review and approve payable. Prepare updated interim statement of receipt and disbursements and provided an update to D. Kennedy on the file.	0.60	\$375.00	\$225.00
Mon	09/28/2020	Receipt, review and responded to a query from the insurance company with respect to the sale of the leased assets. Receipt and review of the draft estimated realization schedule to be provided to the bank. Email exchanges with D. Johnston regarding monthly billing and cancellation of the account. Telephone discussion regarding same.	0.90	\$375.00	\$337.50
Tues	09/29/2020	Receipt and review of an email from C. Coleiro containing a demand letter to Kylemore with respect to outstanding receivable. Receipt and review of an email from C. Coleiro containing a demand letter to Briarwood with respect to outstanding receivable.	0.10	\$375.00	\$37.50
Wed	09/30/2020	Receipt and review of an email from D. Kennedy requesting an estimated realization from the assets to RBC.	0.10	\$375.00	\$37.50
Thur	10/08/2020	Receipt and review of an email from insurance broker regarding deletion of the Ottawa premises and equipment.	0.20	\$375.00	\$75.00
Tues	10/20/2020	Receipt, review and approve disbursements.	0.10	\$375.00	\$37.50
Thur	10/22/2020	Email exchanges with M. Kenny regarding the per diem rate paid to the landlord of the Ottawa premises. Receipt and review of an email from F. Kanaris to M. Kenny providing the calculation of the per diem rent and payments made to date.	0.20	\$375.00	\$75.00
Fri	10/23/2020	Lengthy telephone discussion with the previous landlord with respect to amounts paid. Prepared reconciliation of same. Prepare allocation of cost. Telephone call from a customer regarding payment made with respect to outstanding receivable.	1.40	\$375.00	\$525.00
Fri	10/30/2020	Draft report to court and prepare appendices.	2.50	\$375.00	\$937.50
Mukul Manchanda (MMA)			15.50		\$5,812.50
Total for File ID AAUCCL-R:			24.40		\$7,814.00
Grand Total:			24.40		\$7,814.00

This is Exhibit "3" of the Affidavit of

MUKUL MANCHANDA

Sworn before me on this 4th day of November, 2020



A Commissioner, Etc.

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc.
and Spergel & Associates inc.
Expires September 21, 2022.

November 04, 2020

Invoice #: 11956

Uniform Surfaces Inc.

Billing Period: Oct 31, 2020

Invoice

RE: Uniform Surfaces Inc.

FOR PROFESSIONAL SERVICES RENDERED for the period August 1, 2020 to October 31, 2020 in connection with our appointment as Court-Appointed Receiver.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, LIT	11.25	\$446.33	\$5,021.25
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	0.10	465.00	46.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.30	290.00	87.00
Mukul Manchanda, CPA, CIRP, LIT	3.00	375.00	1,125.00
Rashid Peeroo	3.00	175.00	525.00
Others	5.20	227.88	1,185.00
Total Professional fees	22.85	\$349.66	\$7,989.75
HST			1,038.67
Total			\$9,028.42

HST Registration #R103478103

(AAUNSI-R)

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAUNSI-R to AAUNSI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

Printed on: 11/04/20

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Mon	08/24/2020	Review and approve disbursements/sign cheque	0.10	\$465.00	\$46.50
		Deborah Hornbostel (DHO)	0.10		\$46.50
Frieda Kanaris (FKA)					
Tues	08/04/2020	Exchange of emails with property management company; requisition payment for status certificate, complete form.	0.50	\$250.00	\$125.00
Wed	08/05/2020	Administration on file.	0.50	\$250.00	\$125.00
Mon	08/17/2020	Exchange of emails with PG, RP and Narinder re providing key to listing agent.	0.50	\$250.00	\$125.00
Wed	08/19/2020	Review email, requisition payment for tax certificate, prepare letter and mail to City of Vaughan.	0.50	\$250.00	\$125.00
Mon	08/31/2020	Email to City of Vaughan re tax certificate.	0.30	\$250.00	\$75.00
Wed	09/02/2020	T/c with City of Vaughan re tax certificate, prepare schedule and forward to Narinder.	0.40	\$250.00	\$100.00
Tues	09/08/2020	Tax Certificate received, scan and send to Narinder.	0.30	\$250.00	\$75.00
Tues	09/22/2020	Deposit bank draft.	0.30	\$250.00	\$75.00
Mon	09/28/2020	T/c to CRA.	0.20	\$250.00	\$50.00
Fri	10/02/2020	T/c's from CRA re business registration and opening RT0002 account.	0.40	\$250.00	\$100.00
Wed	10/14/2020	Review and requisition payment for balance of appraisal fee.	0.30	\$250.00	\$75.00
		Frieda Kanaris (FKA)	4.20		\$1,050.00
Gillian Goldblatt (GGO)					
Fri	08/07/2020	review and approve disbursement.	0.10	\$290.00	\$29.00
Mon	08/31/2020	review and approve disbursements.	0.10	\$290.00	\$29.00
Fri	09/18/2020	review and approve disbursements.	0.10	\$290.00	\$29.00
		Gillian Goldblatt (GGO)	0.30		\$87.00
Haran Sivanathan (HSI)					
Fri	08/28/2020	General	0.20	\$150.00	\$30.00
Fri	09/18/2020	General	0.20	\$150.00	\$30.00
		Haran Sivanathan (HSI)	0.40		\$60.00
Inga Friptuleac (IFR)					
Tues	08/04/2020	Issue cheque	0.20	\$125.00	\$25.00
Mon	08/24/2020	Issue cheque	0.20	\$125.00	\$25.00
Mon	09/21/2020	Deposit	0.20	\$125.00	\$25.00
		Inga Friptuleac (IFR)	0.60		\$75.00
Mukul Manchanda (MMA)					
Fri	08/07/2020	Finalize the report and appendices. Prepare fee affidavit, interim R&D. Prepared executed copy of the report and emailed same to T. Hogan along with appendices.	0.50	\$375.00	\$187.50
Mon	09/14/2020	Receipt and review of detailed status report along with copies of offers received to date.	0.50	\$375.00	\$187.50
Tues	09/15/2020	Email exchanges with P. Gennis regarding the offers on hand.	0.10	\$375.00	\$37.50
Thur	09/17/2020	Sent an email to D. Kennedy providing the offers and status of the marketing process. Telephone discussion with D. Kennedy regarding acceptance of the offer. Receipt and review of an email from D. Kennedy providing his agreement to accept the offer.	0.50	\$375.00	\$187.50
Mon	09/21/2020	Review of an email from T. HOgan regarding court attendance for a AVO for the sale of the real property.	0.20	\$375.00	\$75.00

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAUNSI-R to AAUNSI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Mon	10/19/2020	Receipt and review of an email from T. Hogan regarding the request from the debtor regarding purchase amount and confidential agreement to be signed by the purchaser regarding same.	0.50	\$375.00	\$187.50
Tues	10/20/2020	Receipt and review of an email from T. Hogan to R. Jazayeri containing the NDA and a copy of the decision of Justice Brown.	0.20	\$375.00	\$75.00
Fri	10/30/2020	Draft report to court.	0.50	\$375.00	\$187.50
Mukul Manchanda (MMA)			3.00		\$1,125.00
Phillip H. Gennis (PGE)					
Mon	08/03/2020	Revisions to Listing Agreement; preparation of Schedule to be attached to Listing Agreement; forwarding Covid-19 Release document to broker with instructions to have the document signed by all parties entering the property; preparation of draft APS for use in sales process and forwarding same to Tim Hogan, Counsel for the Receiver.	1.50	\$465.00	\$697.50
Tues	08/04/2020	Receipt, review and execution of Listing Agreement.	0.50	\$465.00	\$232.50
Wed	08/05/2020	Receipt and review of APS with revisions from Counsel for Receiver.	0.50	\$465.00	\$232.50
Thur	08/06/2020	Revisions to Listing Agreement	0.50	\$465.00	\$232.50
Mon	08/10/2020	Telephone discussion and email follow-up with Listing Broker aimed at finalizing Listing Agreement.	0.50	\$465.00	\$232.50
Tues	08/11/2020	Telephone discussion and email exchange with Counsel for condominium corp., regarding arrears of condo fees reflected on registered lien; email confirmation that all arrears will be dealt with on the sale of the unit.	0.50	\$465.00	\$232.50
Wed	08/12/2020	Email exchange with Listing Broker regarding marketing of Concord premises.	0.25	\$465.00	\$116.25
Thur	08/13/2020	Email exchange with Listing Broker finalizing Listing Agreement;	0.50	\$465.00	\$232.50
Fri	08/14/2020	Email exchange with Listing Broker with respect to obtaining condo fee information and realty tax arrears.	0.25	\$465.00	\$116.25
Sat	08/15/2020	Receipt and review of emails from Listing Broker confirming MLS live release; e-blast email to 300 realtors; e-blast emails to prospective purchasers.	0.25	\$465.00	\$116.25
Wed	09/09/2020	Receipt and review of initial Offers to Purchase real property; email exchange with listing agent in this regard; email exchange with Listing Agent;	1.00	\$465.00	\$465.00
Fri	09/11/2020	Receipt and review of 30 day status report on the marketing of Keele Street property;	0.50	\$465.00	\$232.50
Mon	09/14/2020	Lengthy telephone discussion with listing agent; receipt and review of Marketing Status Report from listing agent; discussion with MM with respect to offering numbers and comparables.	0.50	\$465.00	\$232.50
Sat	09/19/2020	Execution and transmittal of APS with respect to sale of 7250 Keele Street, Unit 368.	0.50	\$465.00	\$232.50
Mon	10/19/2020	Email exchange with Receiver's Counsel regarding NDA to be signed by Debtor regarding sale price achieved for commercial condo unit; review and approval of NDA to be signed pursuant to Order of Brown, J.	0.50	\$465.00	\$232.50
Wed	10/21/2020	Draft Second Report of Receiver and assemble appendices	3.00	\$395.00	\$1,185.00
Phillip H. Gennis (PGE)			11.25		\$5,021.25
Rashid Peeroo (RPR)					
Mon	08/17/2020	Travel to UNSI meeting with realtor. Travel back to work	3.00	\$175.00	\$525.00
Rashid Peeroo (RPR)			3.00		\$525.00

Filters Used:

- Time Entry Date: 1/01/70 to 10/31/20
- File Client ID: AAUNSI-R to AAUNSI-R
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

Printed on: 11/04/20

Page 3 of 3

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Total for File ID AAUNSI-R:			22.85		\$7,989.75
Grand Total:			22.85		\$7,989.75

APPENDIX 9

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

**AFFIDAVIT OF THOMAS MASTERSON
(Sworn November 4, 2020)**

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

1. I am a solicitor qualified to practice law in the Province of Ontario and I am a lawyer with Harrison Pensa ^{LLP}, who acts as counsel for msi Spergel Inc., in its capacity as Court-Appointed Receiver of the Respondents, Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., and Uniform Surfaces Inc. in the within proceeding and as such I have knowledge of the matters to which I hereinafter depose except for those matters based expressly upon information and belief.
2. Attached hereto and marked as Exhibit "A" is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements for the period of August 5, 2020 to September 14, 2020.
3. Attached hereto and marked as Exhibit "B" are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of August 5, 2020 to September 14, 2020 and an account statement detailing the services provided dated September 17, 2020.

4. Attached hereto and marked as Exhibit "C" is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements for the period of September 17, 2020 to October 26, 2020.
5. Attached hereto and marked as Exhibit "D" are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of September 17, 2020 to October 26, 2020 and an account statement detailing the services provided dated October 30, 2020.
6. The hourly billing rates set out in the Exhibits are comparable to the hourly rates charged by Harrison Pensa ^{LLP} for services rendered in relation to similar proceedings.
7. The fees and disbursements of Harrison Pensa ^{LLP} in this matter to October 26, 2020 are as follows:
 - a. Total Billed Fees and Disbursements from August 5, 2020 to September 14, 2020 - \$12,959.74;
 - b. Total Billed Fees and Disbursements from September 17, 2020 to October 26, 2020 - \$5,304.67;
 - c. Total - \$18,264.41.
8. The weighted average hourly rate charged by professionals at Harrison Pensa ^{LLP} is \$325.67.
9. Attached hereto as Exhibit "E" is a chart reflecting the allocation of fees and disbursements of Harrison Pensa ^{LLP} in relation to each of the Respondents, Uniform Custom Countertops Inc., Uniform Custom Countertops Ltd., and Uniform Surfaces Inc.
10. I make this Affidavit in support of among other things, approval of fees and disbursements of the counsel for the Receiver.

SWORN BEFORE ME at the City
of London, in the Province of
Ontario this 4th day of
November, 2020.

A Commissioner, etc.



THOMAS MASTERSON

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

EXHIBITS

TABS "A" TO "E" ARE THE
EXHIBITS TO THE AFFIDAVIT OF
THOMAS MASTERSON
SWORN THIS 4 DAY OF NOVEMBER, 2020

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

A Commissioner for taking Affidavits

EXHIBIT A

(From August 5, 2020 to September 14, 2020)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	14.40	\$450.00	\$6,480.00
	Michael Cassone	2002	1.30	\$415.00	\$539.50
Associates	Robert Danter	2016	13.70	\$250.00	\$3,425.00
	Thomas Masterson	2019	0.30	\$185.00	\$55.50
Clerks	Lindsay Ferguson		5.20	\$165.00	\$858.00
TOTAL FEES					\$11,358.00
HST ON FEES					\$1,476.54
TOTAL TAXABLE DISBURSEMENTS					\$82.48
TOTAL NON TAXABLE DISBURSEMENTS					\$32.00
HST DISBURSEMENTS					\$10.72
TOTAL FEES, DISBURSEMENTS AND HST					\$12,959.74

EXHIBIT B



HARRISON PENSA

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

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

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

September 17, 2020
Invoice #: 206876

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

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

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
5-Aug-20	Draft and edit of APS.	1.20	\$498.00	MEC
5-Aug-20	To review Fee Affidavit	.30	\$55.50	THM
5-Aug-20	E-mails from client	.40	\$180.00	TCH
6-Aug-20	Call to client.	.10	\$41.50	MEC
6-Aug-20	Call with client	.50	\$225.00	TCH
6-Aug-20	Draft/revise service list, revise fee affidavit re: apportionment	2.00	\$500.00	RDA
6-Aug-20	Email to client	.10	\$25.00	RDA
7-Aug-20	Review service list and fee affidavit	.40	\$180.00	TCH
7-Aug-20	Draft e-mail to Vaughan landlord	.40	\$180.00	TCH
7-Aug-20	Review and revise record, e-mail from client, calls with client	1.00	\$450.00	TCH
7-Aug-20	Revise/finalize service list	.50	\$125.00	RDA
7-Aug-20	Revise notice of motion	.50	\$125.00	RDA
7-Aug-20	Review motion record	.50	\$125.00	RDA
7-Aug-20	Revise fee affidavit.	.40	\$100.00	RDA
7-Aug-20	To prepare motion record; To e-mail correspondence with service list; To draft Affidavit of Service;	2.00	\$330.00	LFE
7-Aug-20	E-mail from Raywal counsel	.20	\$90.00	TCH
7-Aug-20	Email to client with fee affidavit	.20	\$50.00	RDA

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
10-Aug-20	To update service list; To e-mail correspondence with counsel for BDC; To e-mail correspondence with service list;	.20	\$33.00	LFE
11-Aug-20	E-mail from Klug, review agreement, e-mail to client	.40	\$180.00	TCH
11-Aug-20	Draft/revise factum	2.50	\$625.00	RDA
11-Aug-20	To edit Factum; To draft Affidavit of Service; To e-mail correspondence with service list re factum; To draft Confidential Appendices;	1.50	\$247.50	LFE
11-Aug-20	E-mails with KLUG	.20	\$90.00	TCH
11-Aug-20	E-mails with Ottawa landlord (UCCI)	.20	\$90.00	TCH
12-Aug-20	Calls with client	.40	\$180.00	TCH
12-Aug-20	E-mail to Klug	.20	\$90.00	TCH
12-Aug-20	E-mail from client, call to Ottawa LL counsel	.40	\$180.00	TCH
12-Aug-20	Call with Ottawa LL counsel	.20	\$90.00	TCH
12-Aug-20	Review Raywal Cabinet issue, call and e-mail to counsel and to client	.60	\$270.00	TCH
12-Aug-20	E-mail to counsel	.20	\$90.00	TCH
13-Aug-20	Call with LL counsel	.30	\$135.00	TCH
13-Aug-20	Call with client	.20	\$90.00	TCH
13-Aug-20	E-mail to landlord counsel	.30	\$135.00	TCH
13-Aug-20	Review equipment insurance	.20	\$90.00	TCH
13-Aug-20	Revise landlord agreement	1.30	\$325.00	RDA
14-Aug-20	Draft/revise landlord agreement	1.10	\$275.00	RDA
16-Aug-20	E-mail from RBC counsel	.20	\$90.00	TCH
17-Aug-20	E-mail to client re Ottawa assets	.20	\$90.00	TCH
17-Aug-20	Review/revise Vaughan occupation agreement	.50	\$225.00	TCH
17-Aug-20	Preparation for motion, review materials, appendices	1.80	\$450.00	RDA
17-Aug-20	Review order	.20	\$90.00	TCH
17-Aug-20	Attend at motion	1.30	\$325.00	RDA
17-Aug-20	Review signed orders and endorsement	.30	\$75.00	RDA
17-Aug-20	E-mail from Klug	.20	\$90.00	TCH
17-Aug-20	To preparations for motion; To draft counsel slip; To e-mail correspondence with Judge; To attend hearing; To update file re issued orders; To e-mail correspondence with service list;	1.00	\$165.00	LFE
17-Aug-20	Revise landlord agreement	.20	\$50.00	RDA

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
18-Aug-20	Revise LL agreement	.50	\$125.00	RDA
18-Aug-20	E-mail and call to client	.40	\$180.00	TCH
19-Aug-20	E-mail to counsel	.20	\$90.00	TCH
19-Aug-20	Call with client	.20	\$90.00	TCH
19-Aug-20	Call with counsel	.20	\$90.00	TCH
19-Aug-20	Finalize landlord agreement	.50	\$125.00	RDA
19-Aug-20	Amend agreement, e-mail to client	.40	\$180.00	TCH
19-Aug-20	E-mail to counsel	.20	\$90.00	TCH
21-Aug-20	Calls and e-mails with receiver re Ottawa, e-mail to Ottawa landlord counsel	.40	\$180.00	TCH
21-Aug-20	E-mail to client	.20	\$90.00	TCH
21-Aug-20	E-mail to counsel for Raywal	.20	\$90.00	TCH
24-Aug-20	E-mail from counsel, e-mail to counsel	.40	\$180.00	TCH
24-Aug-20	E-mail to client	.20	\$90.00	TCH
26-Aug-20	E-mail from Ottawa landlord and call with client	.40	\$180.00	TCH
27-Aug-20	E-mail from LL lawyer	.20	\$90.00	TCH
27-Aug-20	E-mail from Ottawa LL	.20	\$90.00	TCH
2-Sep-20	E-mail from Raywal counsel, call nd e-mail to client	.40	\$180.00	TCH
2-Sep-20	E-mail to counsel for Raywal	.20	\$90.00	TCH
8-Sep-20	E-mail to client	.20	\$90.00	TCH
9-Sep-20	Review of Kylewood and Ballantry accounts, e-mail to client	.40	\$180.00	TCH
9-Sep-20	E-mail to client	.20	\$90.00	TCH
9-Sep-20	E-mail to Kylemore	.20	\$90.00	TCH
9-Sep-20	To draft demand;	.40	\$66.00	LFE
9-Sep-20	To e-mail correspondence with debtor;	.10	\$16.50	LFE
10-Sep-20	Review Ballymore and Briarwood claims and call to client	.40	\$180.00	TCH
10-Sep-20	E-mail from client	.20	\$90.00	TCH
14-Sep-20	E-mail from Kylemore, and response, call to client	.40	\$180.00	TCH
Total Fees:		\$	11,358.00	
Plus GST:			0.00	
Plus HST:			1,476.54	
Total Fees (INCL TAX)				\$ 12,834.54

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Michael Cassone	1.30	\$415.00	\$539.50
Timothy C. Hogan	14.40	\$450.00	\$6,480.00
Thomas Masterson	.30	\$185.00	\$55.50
Danter Rob	13.70	\$250.00	\$3,425.00
Lindsay Ferguson	5.20	\$165.00	\$858.00

NON-TAXABLE DISBURSEMENTS

Government Filing Fees	\$32.00
Total Non-Taxable Disbursements:	<u>32.00</u>

TAXABLE DISBURSEMENTS

Cyberbahn - Corporate Profile	53.84	
Cyberbahn - PPSA	28.64	
Total Taxable Disbursements:	\$ 82.48	
Plus GST:	0.00	
Plus HST:	<u>10.72</u>	
Total Disbursements (INCL TAX)		\$ <u>125.20</u>

TOTAL DUE & OWING	\$ <u>12,959.74</u>
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THIS IS OUR ACCOUNT HEREIN**HARRISON PENZA LLP**

Per: 
 Timothy C. Hogan

E. & O.E.

GST \ HST REGISTRATION NO: R867630543

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

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted

HARRISON PENSA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3

EXHIBIT C

(From September 17, 2020 to October 26, 2020)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	6.90	\$450.00	\$3,105.00
	Michael Cassone	2002	0.10	\$415.00	\$41.50
Associates	Robert Danter	2016	2.70	\$250.00	\$675.00
	Jonathan Mahoney	2020	2.80	\$175.00	\$490.00
Clerks	Lindsay Ferguson		1.20	\$165.00	\$198.00
	Kelsey Evanitski		0.20	\$125.00	\$25.00
TOTAL FEES					\$4,534.50
HST ON FEES					\$589.49
TOTAL TAXABLE DISBURSEMENTS					\$159.89
TOTAL NON TAXABLE DISBURSEMENTS					\$0.00
HST DISBURSEMENTS					\$20.79
TOTAL FEES, DISBURSEMENTS AND HST					\$5,304.67

EXHIBIT D



HARRISON PENSA

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

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

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

October 30, 2020
Invoice #: 208329

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

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

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
17-Sep-20	Draft demands on Cartier Kitchens, Ballymore Homes, Kylemore, Briarwood Homes	1.00	\$450.00	TCH
18-Sep-20	E-mail to client	.20	\$90.00	TCH
18-Sep-20	Letter to plaintiff lawyer	.20	\$90.00	TCH
22-Sep-20	Review of APS	.10	\$41.50	MEC
23-Sep-20	Draft correspondence to City of Vaughan	.20	\$25.00	KWE
23-Sep-20	E-mail to Raywal counsel, call to client	.40	\$180.00	TCH
25-Sep-20	E-mail from client	.40	\$180.00	TCH
29-Sep-20	Review file docs, draft AVO notice of motion (Keele)	1.20	\$300.00	RDA
30-Sep-20	Call with client	.20	\$90.00	TCH
30-Sep-20	Draft/revise notice	1.50	\$375.00	RDA
30-Sep-20	E-mail to client	.20	\$90.00	TCH
1-Oct-20	To review file re motion;	.10	\$16.50	LFE
7-Oct-20	To review file; To e-mail correspondence with court;	.40	\$66.00	LFE
9-Oct-20	E-mail to court re AVO motion	.20	\$90.00	TCH
9-Oct-20	Review/revise release; e-mail to client	.40	\$180.00	TCH
9-Oct-20	Call with client	.20	\$90.00	TCH
9-Oct-20	To e-mail correspondence with court;	.10	\$16.50	LFE
12-Oct-20	E-mail to court	.20	\$90.00	TCH
13-Oct-20	Revise court form	.20	\$90.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
13-Oct-20	E-mail to counsel	.20	\$90.00	TCH
13-Oct-20	To draft motion request form;	.30	\$49.50	LFE
14-Oct-20	E-mail from counsel, e-mail to client	.40	\$180.00	TCH
14-Oct-20	Call from client and e-mail to client	.40	\$180.00	TCH
14-Oct-20	To edit commercial list request form; To e-mail correspondence with court;	.20	\$33.00	LFE
16-Oct-20	E-mail from client	.20	\$90.00	TCH
18-Oct-20	To Review of caselaw and court approved confidentiality undertaking	.40	\$70.00	JOM
18-Oct-20	Draft confidentiality undertaking	1.00	\$175.00	JOM
19-Oct-20	Review/revise undertaking and e-mail to client	.50	\$225.00	TCH
19-Oct-20	Amendments to Confidentiality undertaking; Correspondence to TCH	.30	\$52.50	JOM
20-Oct-20	E-mail to counsel	.20	\$90.00	TCH
20-Oct-20	Instruction from TCH and review of file contents.	1.10	\$192.50	JOM
20-Oct-20	To prepare zoom details for hearing;	.10	\$16.50	LFE
22-Oct-20	E-mail from client, review landlord issue, e-mail to client	.40	\$180.00	TCH
22-Oct-20	E-mail to client	.20	\$90.00	TCH
23-Oct-20	Review release and e-mail to client	.40	\$180.00	TCH
26-Oct-20	E-mail to client	.20	\$90.00	TCH

Total Fees:	\$	4,534.50
Plus GST:		0.00
Plus HST:		589.49
Total Fees (INCL TAX)		5,123.99

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Michael Cassone	.10	\$415.00	\$41.50
Timothy C. Hogan	6.90	\$450.00	\$3,105.00
Jonathan Mahoney	2.80	\$175.00	\$490.00
Danter Rob	2.70	\$250.00	\$675.00
Lindsay Ferguson	1.20	\$165.00	\$198.00
Kelsey Evanitski	.20	\$125.00	\$25.00

TAXABLE DISBURSEMENTS

Register Mail	44.04
Courier	16.18
Postage	4.67
Tax Certificate Search	95.00
Total Taxable Disbursements:	\$ 159.89

Plus GST:	0.00	
Plus HST:	<u>20.79</u>	
Total Disbursements (INCL TAX)		\$ <u>180.68</u>

TOTAL DUE & OWING **\$ 5,304.67**

THIS IS OUR ACCOUNT HEREIN

HARRISON PENZA LLP

Per: 

Timothy C. Hogan

E. & O.E.

GST \ HST REGISTRATION NO: R867630543

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

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted

HARRISON PENSA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3

EXHIBIT E

ALLOCATION OF FEES AND DISBURSEMENTS

	Uniform Custom Countertops Inc.	Uniform Custom Countertops Ltd.	Uniform Surfaces Inc.	Total
Account dated September 17, 2020	\$8,775.73	\$1,919.93	\$2,264.08	\$12,959.74
Account dated October 30, 2020	\$3,017.49	\$494.05	\$1,793.13	\$5,304.67
Total	\$11,793.22	\$2,413.98	\$4,057.21	\$18,264.41

ROYAL BANK OF CANADA

v.

UNIFORM CUSTOM COUNTERTOPS INC. et al

Applicant

Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

AFFIDAVIT OF THOMAS MASTERSON

Harrison Pensa ^{LLP}
Barristers and Solicitors
450 Talbot Street, 1st Floor
P.O. Box 3237
London, Ontario N6A 4K3

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

Tel: (519) 679-9660

Fax: (519) 667-3362

Lawyers for the Receiver

APPENDIX 10

District of
Division No. -
Court No. 31-458975
Estate No. 31-458975

Uniform Custom Counterops Inc.
Receiver's Statement of Receipts and Disbursements
As at October 31, 2020

RECEIPTS

1. Asset Realization		
Cash in bank	51,176.68	
Accounts receivable	<u>554,024.39</u>	605,201.07
2. Miscellaneous		
Interest allocation	0.93	
Transfer from other bank account	2,260.91	
Sale of assets re: auction	<u>350,000.00</u>	352,261.84
TOTAL RECEIPTS		<u>957,462.91</u>

DISBURSEMENTS

3. Fees Paid		
To official receiver	<u>70.00</u>	70.00
4. Notice of first meeting		
Local paper	<u>377.60</u>	377.60
5. Premium		
Insurance	<u>8,640.68</u>	8,640.68
6. Legal fees and legal services costs		
HST on legal fees	<u>4,194.30</u>	4,194.30
7. Federal and Provincial taxes		
HST paid on disbursements exclusive of fees	21,017.56	
HST on Receiver's Fees	<u>9,199.32</u>	30,216.88
8. Miscellaneous		
Casual labour	2,598.75	
Waste disposal	10,000.00	
Search Fees	110.01	
Bank charges	599.05	
Appraisal fees	6,095.00	
Travel	1,344.10	
Change of locks	5,487.74	
Security	3,543.82	
Computer services	10,034.27	
Payroll services	534.94	
Utilities	11,264.19	
Occupation rent	119,894.88	
Redirection of mail	585.00	
Legal fees/disbursements	32,408.84	
Receiver's fees and costs	70,764.00	
Ascend License Fee	275.00	
HST on Ascend License Fee	<u>35.75</u>	275,575.34
TOTAL DISBURSEMENTS		<u>319,074.80</u>

Net Receipts over Disbursements		<u>638,388.11</u>
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District of
Division No. -
Court No. 31-458979
Estate No. 31-458979

**In the matter of the receivership of
UNIFORM CUSTOM COUNTERTOPS LTD.**
Receiver's Statement of Receipts and Disbursements
As at October 31, 2020

RECEIPTS

1. Asset Realization		
Cash in bank	71,402.97	
Accounts receivable	201,463.85	272,866.82
2. Miscellaneous		
HST collected	3,242.78	
Interest allocation	0.20	3,242.98
TOTAL RECEIPTS		276,109.80

DISBURSEMENTS

3. Fees Paid		
To official receiver	70.00	70.00
4. Other advertising	377.60	377.60
5. Federal and Provincial taxes		
HST paid on disbursements exclusive of fees	9,905.33	
HST on Receiver's Fees	3,087.96	12,993.29
6. Miscellaneous		
Bank charges	451.95	
Travel	460.90	
Change of locks	574.00	
Security	4,515.00	
Payroll services	125.69	
Utilities	1,000.35	
Occupation rent	43,300.98	
Redirection of mail	167.50	
Appraisal fees	1,500.00	
Receiver's fees and costs	23,753.50	
Ascend License Fee	275.00	
HST on Ascend License Fee	35.75	76,160.62
TOTAL DISBURSEMENTS		89,601.51
Amount available for distribution		186,508.29

District of Ontario
Division No. 09 - Toronto
Court No.
Estate No. 31-458976

In the matter of the receivership of
UNIFORM SURFACES INC.
Receiver's Statement of Receipts and Disbursements
As at October 31, 2020

RECEIPTS

Transfer from other bank account	679.22	
Purchaser Deposit	<u>100,000.00</u>	100,679.22

TOTAL RECEIPTS

100,679.22

DISBURSEMENTS

To official receiver	<u>70.00</u>	70.00
Bank charges	27.00	
Other misc disbursements	95.00	
Purchase expenses	100.00	
Ascend License Fee	275.00	
HST on Ascend License Fee	<u>35.75</u>	532.75

TOTAL DISBURSEMENTS

602.75

Net Receipts over Disbursements

100,076.47

ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

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

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

ROYAL BANK OF CANADA

Applicant

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

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MOTION RECORD

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London, Ontario N6A 4K3

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