

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

B E T W E E N:

**ROYAL BANK OF CANADA**

Applicant

- and -

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

Respondents

**APPROVAL AND VESTING ORDER**

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

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

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

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

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

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

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

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

6. THIS COURT ORDERS that, notwithstanding:

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

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

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

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

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

Justice, Ontario Superior Court of Justice  
(Commercial List)

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

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

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**COMMERCIAL LIST**

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

**ROYAL BANK OF CANADA**

Applicant

- and –

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

Respondents

**RECEIVER’S CERTIFICATE**

**RECITALS**

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

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

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

Name:

Title:

**Schedule B – Purchased Assets**

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

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

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



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

**(unaffected by the Vesting Order)**

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

ROYAL BANK OF CANADA

-and-

UNIFORM CUSTOM COUNTERTOPS INC. et al.

Applicant

Respondents

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

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at  
Toronto, Ontario

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**ORDER**

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

**Timothy C. Hogan (LSO #36553S)**  
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Solicitors for the Receiver,  
msi Spergel Inc.