

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN :

ROYAL BANK OF CANADA

Applicant

- and -

**UNIQUE RESTORATION LTD., JOHN KENNEDY, MONICA KENNEDY, STEVEN
LEBLANC AND LINDA LEBLANC**

Respondents

MOTION RECORD
(hearing scheduled May 14, 2021)

May 5, 2021

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

Catherine Francis (LSO# 26900N)
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Tel: 416-369-4137

Lawyers for the Receiver,
The Fuller Landau Group Inc.

TO: **SERVICE LIST**

#4712220 | 4122318

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Confidential Appendices (filed separately)

1. Sale Agreement dated March 22, 2021 (as amended, unredacted)
2. Appraisals
3. Interim Statement of Receipts and Disbursements for (unredacted)

Court File No. CV-21-00655331-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN :

ROYAL BANK OF CANADA

Applicant

- and -

**UNIQUE RESTORATION LTD., JOHN KENNEDY, MONICA KENNEDY, STEVEN
LEBLANC AND LINDA LEBLANC**

Respondents

NOTICE OF MOTION
(hearing May 14, 2021)

THE FULLER LANDAU GROUP INC. (“Fuller” or the “Receiver”), in its capacity as Receiver of certain of the assets, undertakings and properties of Unique Restoration Ltd. (the “Debtor”) will make a Motion to a Judge presiding over the Commercial List on Friday, May 14, 2021 at 11:30 a.m. by way of video conference at due to the COVID-19 pandemic at:

<https://mindengross.zoom.us/j/98215882953?pwd=ZjAwdkNYeGR1T2lOYWw1L0MyRUdyUT09>

Meeting ID: 982 1588 2953

Passcode: 024972

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

in writing under subrule 37.12.1(1);

in writing as an opposed motion under subrule 37.12.1(4);

orally.

THE MOTION IS FOR

1. If necessary, an Order abridging the time for service of this Notice of Motion and Motion Record and dispensing with further service of this Notice of Motion and Motion Record such that this Motion is properly returnable on the date that it is heard.
2. An Order:
 - (a) approving the First Report of the Receiver (the “**First Report**”) and the actions of the Receiver described herein;
 - (b) sealing Confidential Appendices 1 through 3 of the First Report (collectively, the “**Confidential Appendices**”) pending completion of the Transaction (as defined below) or further Order of the Court;
 - (c) approving an agreement of purchase and sale between the Receiver, as vendor, and 1572482 Ontario Inc. (the “**Purchaser**”), as purchaser, dated March 22, 2021 (as amended, the “**Sale Agreement**”) for the sale of a real property known municipally as 1220 Matheson Boulevard East, Mississauga, Ontario and described legally in PIN 13294-0061 (LT) (the

“Property”) and authorizing the Receiver to complete the transaction contemplated by the Sale Agreement (the **“Transaction”**);

- (d) vesting in the Purchaser, or as it may direct, the Debtor’s right, title and interest in and to the Property;
- (e) authorizing and directing the Receiver to distribute funds to RBC on account of the Debtor’s secured indebtedness for principal, interest and costs owing to RBC;
- (f) approving the Receiver’s Interim Statement of Receipts and Disbursements, as appended hereto;
- (g) approving the fees and disbursements of the Receiver and its counsel; and
- (h) Such further and other relief as counsel may advise and this Honourable Court permit.

THE GROUNDS FOR THE MOTION ARE

1. Pursuant to the Order of the Honourable Madam Justice Gilmore dated February 3, 2021 (the **“Receivership Order”**), Fuller was appointed as Receiver, without security, of certain of the assets, undertakings and properties of the Debtor.
2. The Receiver’s activities since the date of the Receivership Order are described in the First Report.
3. The Receiver corresponded and met with five real estate brokerages in order to engage an agent to list and market the Property for sale.

4. The Receiver received four marketing proposals. Following an extensive review of the proposals, the Receiver entered into a listing agreement with Ren/Tex Realty Inc. ("**Rentex**") dated March 16, 2021, pursuant to which the Receiver retained Rentex to list and market the Property for sale. The listing price was \$5,600,000.00.
5. Although the Property had been marketed for sale since June 2019 by another brokerage, none of the offers that were received and accepted by the Debtor were completed.
6. Upon listing the Property with Rentex, the Receiver received four offers for the Property – one from the Purchaser, and three from other parties. The offer from the Purchaser was considered to be the best offer for the Property.
7. Following negotiations between the Receiver and the Purchaser, the parties entered into the Sale Agreement on March 22, 2021, and the Purchaser paid a deposit to the Receiver.
8. The Sale Agreement was conditional upon, amongst other things, the Purchaser completing its due diligence with respect to the physical and environmental condition of the Property within a period of approximately 10 business days.
9. On April 9, 2021, the Purchaser waived its due diligence condition in exchange for extending the closing date to June 30, 2021. There was no reduction in the purchase price.
10. The Sale Agreement is conditional upon the Receiver obtaining an order of this Court approving the Sale Agreement and vesting title to the Property in the Purchaser,

free and clear of any encumbrances. There are no other material conditions to closing the Transaction.

11. The Receiver recommends that the deposit and purchase price remain sealed until the closing of the Transaction because the release of this information could prejudice the Debtor's stakeholders in the event the Transaction does not close.

12. The closing date for the Transaction has been scheduled for June 30, 2021. However, the Receiver has held discussions with the Purchaser's legal counsel and there is a strong possibility that the closing date for the Transaction may be moved up to May 31, 2021.

13. The Receiver recommends approval of the Sale Agreement for the following reasons:

- (a) the Property was marketed for sale for a period of approximately eighteen months prior to the appointment of the Receiver by realtors selected by the Debtor;
- (b) the Sale Agreement represents the best offer received for the Property, and in an amount greater than any offers previously accepted by the Debtor;
- (c) the Receiver is satisfied that in the circumstances, the Property was sufficiently exposed to the market, and that receipt of a higher offer to that submitted by the Purchaser is unlikely;
- (d) the purchase price is reasonable given the appraised values of the Property.
- (e) as the Property is now vacant, the cost of maintaining the Property

for a longer period will be borne by the Debtor's estate, with no expectation that continued marketing would result in a higher purchase price than that submitted by the Purchaser; and

- (f) the Sale Process has the support of the Debtor's first ranking secured creditor, RBC, and the principals of the Debtor.

14. The Receiver has prepared an Interim Statement of Receipts and Disbursements. The Statement shows an excess of receipts over disbursements, after paying the municipal property tax arrears, the commissions due to Rentex on the sale of the Property, RBC's indebtedness, and the costs of the receivership including all professional fees to April 30, 2021.

15. RBC holds a first ranking mortgage against the Property. No payments have been made since the date of the Receivership Order and interest has continued to accrue.

16. The Receiver obtained a legal opinion on the validity and enforceability of the RBC Mortgage, the general security agreement, and the general assignment of rents.

17. The Receiver has been advised that the Debtor remains indebted to RBC on the RBC Mortgage in an amount of approximately \$3,700,000.00, inclusive of interest and costs.

18. There will be sufficient funds to fully repay the indebtedness owed by the Debtor to RBC. Therefore, the Receiver requests the authorization of this Court to distribute to RBC following completion of the Transaction the amount required to fully repay RBC.

19. The Receiver has requested documentation from the second ranking mortgagee of the Property, which documentation has yet to be provided.

20. The Receiver and its legal counsel have prepared fee affidavits. The Receiver seeks approval of the fees and disbursements of the Receiver and its counsel.

21. 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:

- (a) The First Report of the Receiver dated May 5, 2021
- (b) Fee Affidavit of the Receiver, sworn May 4, 2021;
- (c) Fee Affidavit of counsel to the Receiver, sworn May 4, 2021; and
- (d) Such further and other evidence as the lawyers may advise and this Honourable Court permit.

May 5, 2021

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Lawyers for the Receiver,
The Fuller Landau Group Inc.

TO: **SERVICE LIST**

#4712057 | 4122318

B E T W E E N

ROYAL BANK OF CANADA
Applicant

-and-

UNIQUE RESTORATION LTD., et al.
Respondents
Court File No. CV-21-00655331-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

NOTICE OF MOTION

MINDEN GROSS LLP
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SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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LEBLANC AND LINDA LEBLANC**

Respondents

**FIRST REPORT OF
THE FULLER LANDAU GROUP INC.
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF
UNIQUE RESTORATION LTD.**

May 5, 2021

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Appendices

- “A” - Receivership Order dated February 3, 2021
- “B” - Notice of Receiver dated February 12, 2021
- “C” - Listing Agreement dated March 16, 2021
- “D” - Sale Agreement dated March 22, 2021 (as amended, redacted)
- “E” - Interim Statement of Receipts and Disbursements (redacted)
- “F” - Fee Affidavit of David Filice sworn May 4, 2021
- “G” - Fee Affidavit of Ken Kallish sworn May 4, 2021

Confidential Appendices

- “1” - Sale Agreement dated March 22, 2021 (as amended, unredacted)
- “2” - Appraisals
- “3” - Interim Statement of Receipts and Disbursements (unredacted)

Court File No. CV-21-00655331-00-CL

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

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**UNIQUE RESTORATION LTD., JOHN KENNEDY, MONICA KENNEDY, STEVEN
LEBLANC AND LINDA LEBLANC**

Respondents

INTRODUCTION

1. By order of the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 3, 2021 (the “**Receivership Order**”), which Receivership Order was made on application by Royal Bank of Canada (“**RBC**”) 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 Fuller Landau Group Inc. (“**FLG**”) was appointed as receiver (the “**Receiver**”), without security, of certain of the assets, undertakings and properties of Unique Restoration Ltd. (the “**Debtor**”), being the real property known municipally as 1220 Matheson Boulevard East, Mississauga, Ontario and described legally in PIN 13294-0061 (LT) (the “**Property**”) and all assets, undertakings and properties of the Debtor acquired for, located at, or used in relation to the Property. A copy of the Receivership Order is attached as **Appendix “A”**.

2. The purpose of this First Report to Court (the “**First Report**”) is to:

- (a) report on the Receiver’s activities since the granting of the Receivership Order;

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- (b) report to the Court on the Receiver's efforts to sell the Property; and
- (c) recommend to this Court that it make an Order, amongst other things:
 - (i) sealing Confidential Appendices 1 through 3 of this First Report (collectively, the "**Confidential Appendices**") pending completion of the Transaction (as defined below) or further Order of this Court;
 - (ii) approving the agreement of purchase and sale between the Receiver, as vendor, and 1572482 Ontario Inc. (the "**Purchaser**") as purchaser dated March 22, 2021, as amended (the "**Sale Agreement**"), and authorizing the Receiver to complete the transaction contemplated thereunder (the "**Transaction**");
 - (iii) vesting in the Purchaser, or as it may direct, the Debtor's right, title and interest in and to the property described in the Sale Agreement (the "**Purchased Assets**"), free and clear of any claims and encumbrances, which Purchased Assets primarily consist of the Property;
 - (iv) authorizing and directing the Receiver to distribute to RBC, without further Order of this Court, certain funds on account of the Debtor's secured indebtedness for principal, interest and costs owing to RBC;
 - (v) approving the Receiver's Interim Statement of Receipts and Disbursements, as appended hereto; and
 - (vi) approving the fees and disbursements of the Receiver and its counsel.

BACKGROUND AND DISCLAIMER

3. The Debtor was in the business of building maintenance and restoration, servicing the multi-unit residential, commercial and institutional sectors within the provinces of Ontario and British Columbia. The Property consists of land and a building, which building contains offices and warehouse space.

4. Prior to the commencement of these proceedings, the Debtor: (i) ceased carrying on business from the Property; (ii) listed the Property for sale; (iii) allowed a friend of Mr. Steven Leblanc to use a portion of the Property for the storage of inventory on a temporary basis; and (iv) filed a Notice of Intention to file a Proposal under the BIA (“**NOI**”) on January 4, 2021. Crowe Soberman Inc. was appointed as the Trustee under the NOI.

5. The Receiver was appointed on February 3, 2021 pursuant to the Receivership Order for the purpose of realizing on the Property.

6. In preparing and filing this First Report, the Receiver has relied upon unaudited financial information obtained from the Debtor and discussions with Mr. Leblanc, Mr. Kennedy, and Mr. Hans Rizarri of Crowe Soberman, third parties and other creditors (collectively, the “**Information**”). The Receiver has not audited or otherwise been able to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

7. All references to dollars in this First Report are in Canadian currency unless otherwise noted.

ACTIVITIES OF THE RECEIVER

8. Since the date of the Receivership Order, the Receiver’s activities included:

- (a) taking possession of the Property;
- (b) changing the locks to the Property;

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- (c) issuing a Notice of Receiver, a copy of which is attached hereto as **Appendix “B”**;
- (d) opening a Canadian trust bank account in the name of the Debtor;
- (e) engaging in discussions with the temporary tenant to have them vacate the Property on February 13, 2021;
- (f) engaging in discussions with Platinum Asset Services Inc. (“**Platinum**”) to act as the Receiver’s property manager for the Property;
- (g) reviewing the Debtor’s insurance coverage with respect to the Property, and making arrangements to have the Receiver named as a loss payee and an additional named insured;
- (h) notifying the previous realtor hired by the Debtor to terminate its listing of the Property so that the Receiver could better understand the situation and obtain appraisals and environmental studies before the Property would be put back on the market for sale;
- (i) engaging two property appraiser firms to prepare appraisals of the Property for the Receiver;
- (j) obtaining from the previous realtor, previously issued copies of environmental and building condition reports for the Property, and reviewing the contents of same to understand the environmental and overall condition of the Property;
- (k) engaging a new environmental firm to perform an updated Phase I environmental report for the Property, which would later be used by the Receiver to provide to potential purchasers during their due diligence process;

- (l) releasing books and records found on the Property to the Trustee under the NOI;
- (m) conducting the sale process for the sale of the Property as described in greater detail below;
- (n) together with Platinum, dealing with all property management issues;
- (o) dealing with waste removal at the Property;
- (p) coordinating banking activities;
- (q) issuing a Receiver's Certificate to RBC to fund ongoing operating expenses of the Receiver;
- (r) performing other matters with respect to the Receiver's appointment; and
- (s) preparing this First Report.

SALE OF THE PROPERTY

9. The Receiver corresponded and met with five real estate brokerages in order to engage an agent to list and market the Property for sale. The Receiver requested that each of the brokers provide their marketing proposal and commission structure for the sale of the Property.

10. The Receiver received four marketing proposals. Following an extensive review of the proposals, the Receiver entered into a listing agreement with Ren/Tex Realty Inc. ("**Rentex**") dated March 16, 2021, pursuant to which the Receiver retained Rentex to list and market the Property for sale. Each of the realtors' proposals were well prepared and generally similar in marketing process and commission structure. However, the Receiver decided to select Rentex based on its specific expertise in industrial properties, prior successful experiences with receivership sales, and its more favourable

and fair treatment of cooperating brokers' commission structure. A copy of the listing agreement with Rentex is attached as **Appendix "C"**.

11. The listing price was \$5,600,000.00.

12. Although the Property had been marketed for sale since June 2019 by another brokerage, none of the offers that were received and accepted by the Debtor were completed. Upon listing the Property with Rentex, the Receiver received four offers for the Property – one from the Purchaser, and three from other parties. The offer amount from the Purchaser was in the range of the selling price to be expected from the proposals received from the four realtors and was also in the range of the appraisals obtained by the Receiver. The other offers were either lower in price or slightly higher in price, but contained more stringent and longer conditions. In addition, the Purchaser's offer was on an "as is, where is" basis, thereby avoiding additional time and expense that would otherwise have been incurred by the Receiver.

13. Following negotiations between the Receiver and the Purchaser concerning the purchase price and other terms, the parties entered into the Sale Agreement on March 22, 2021, and the Purchaser paid a deposit to the Receiver.

14. The Sale Agreement was conditional upon, amongst other things, the Purchaser completing its due diligence with respect to the physical and environmental condition of the Property within a period of approximately 10 business days.

15. On April 9, 2021, the Purchaser waived its due diligence condition in exchange for extending the closing date to June 30, 2021. There was no reduction in the purchase price.

16. The Sale Agreement is conditional upon the Receiver obtaining an order of this Court approving the Sale Agreement and vesting title to the Property in the Purchaser, free and clear of any encumbrances (the "**Approval and Vesting Order**"). Subject to the approval of this Court, there are no other material conditions to closing the Transaction.

17. A copy of the Sale Agreement with the deposit and purchase price redacted is attached as **Appendix “D”**. The Receiver recommends that the deposit and purchase price remain sealed until the closing of the Transaction (the **“Sealing Order”**), because the release of this information could prejudice the Debtor’s stakeholders in the event the Transaction does not close. The Receiver does not believe that any party would be prejudiced by the Sealing Order. An unredacted copy of the Sale Agreement is submitted as **Confidential Appendix “1”**.

18. The closing date for the Transaction has been scheduled for June 30, 2021. However, the Receiver has held discussions with the Purchaser’s legal counsel and there is a strong possibility that the closing date for the Transaction may be moved up to May 31, 2021.

19. The Receiver recommends approval of the Sale Agreement for the following reasons:

- (a) the Property was marketed for sale for a period of approximately eighteen months prior to the appointment of the Receiver by realtors selected by the Debtor;
- (b) the Sale Agreement represents the best offer received for the Property, and in an amount greater than any offers previously accepted by the Debtor;
- (c) the Receiver is satisfied that in the circumstances, the Property was sufficiently exposed to the market, and that receipt of a higher offer to that submitted by the Purchaser is unlikely;
- (d) the purchase price is reasonable given the appraised values of the Property. Copies of the appraisals commissioned by the Receiver from Colliers International and Altus Group dated March 10 and March 15, 2021, respectively, are attached as **Confidential Appendix “2”**;

- (e) as the Property is now vacant, the cost of maintaining the Property for a longer period will be borne by the Debtor's estate, with no expectation that continued marketing would result in a higher purchase price than that submitted by the Purchaser; and
- (f) the Sale Process has the support of the Debtor's first ranking secured creditor, RBC, and the principals of the Debtor.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

20. Attached as **Appendix "E"** is a redacted copy of the Receiver's Interim Statement of Receipts and Disbursements in respect of the Debtor (the "**Statement**"), which includes anticipated future receipts and disbursements arising from the closing of the Transaction. An unredacted copy of the Statement is attached as **Confidential Appendix "3"**.

21. The Statement shows an excess of receipts over disbursements, after paying the municipal property tax arrears, the commissions due to Rentex on the sale of the Property, RBC's indebtedness, and the costs of the receivership including all professional fees to April 30, 2021.

PROPOSED DISTRIBUTION TO RBC

22. RBC holds a first ranking mortgage against the Property. No payments have been made since the date of the Receivership Order and interest has continued to accrue.

23. As set out in greater detail in the Affidavit of Bob Fick sworn January 21, 2021 in support of the receivership application, RBC made various advances to the Debtor under certain credit facilities in the principal amount of \$3,600,000, secured by:

- (a) a collateral charge/mortgage granted by the Debtor in favour of RBC registered on title to the Property on December 21, 2018 in the principal amount of \$3,600,000 (the "**RBC Mortgage**");

- (b) a general security agreement from the Debtor dated December 2, 2010;
and
- (c) a first registered general assignment of rents from the Debtor registered against title to the Property on December 21, 2018

24. The Receiver obtained a legal opinion on the validity and enforceability of the RBC Mortgage, the general security agreement, and the general assignment of rents (collectively, the “**Security Opinion**”).

25. The Receiver has been advised that the Debtor remains indebted to RBC on the RBC Mortgage in an amount of approximately \$3,700,000.00, inclusive of interest and costs.

26. There will be sufficient funds to fully repay the indebtedness owed by the Debtor to RBC. Therefore, the Receiver requests the authorization of this Court to distribute to RBC following completion of the Transaction the amount required to fully repay RBC.

27. The Receiver has requested documentation from the second ranking mortgagee of the Property, which documentation has yet to be provided.

28. Once the Receiver has further details of the indebtedness of the second ranking mortgage and an independent legal opinion on the validity and enforceability of the mortgage, the Receiver will submit a further report to the Court and make recommendations on possible distributions to be made to the second ranking secured creditors.

RECEIVER’S FEES AND DISBURSEMENTS

29. The Receiver’s invoices rendered since the Receivership Order are attached as exhibits to the Affidavit of David Filice sworn May 4, 2021 attached hereto as **Appendix “F”**. The total amount of fees and disbursements claimed by the Receiver for the period from February 1, 2021 to April 30, 2021 inclusive of HST is \$83,739.58 (comprising fees of \$73,790.50, disbursements of \$315.32, and HST of \$9,633.76).

LEGAL FEES AND DISBURSEMENTS

30. MG's invoices rendered since the date of the Receiver's appointment are attached as exhibits to the Affidavit of Ken Kallish sworn May 4, 2021 attached hereto as **Appendix "G"**. The total amount of fees and disbursements claimed by MG for the period from January 21, 2021 to April 29, 2021, inclusive of HST, is \$31,360.37.

31. The Receiver has reviewed the detailed statements of account provided by MG, and confirms that the services detailed in those documents were in fact provided to the Receiver. The Receiver is of the view that the time and disbursements incurred and hourly rates charged by counsel are fair and reasonable in all respects, and is advised by RBC that it is satisfied with these accounts as well.

REQUESTS FOR APPROVAL

32. The Receiver respectfully requests an order of this Court:

- (a) approving this First Report and the actions of the Receiver described herein;
- (b) sealing the Confidential Appendices pending completion of the Transaction;
- (c) approving the Sale Agreement and authorizing the Receiver to complete the Transaction;
- (d) vesting in the Purchaser, or as it may direct, the Debtor's right, title and interest in and to the Purchased Assets;
- (e) authorizing and directing the Receiver to distribute to RBC, without further Order of this Court, the amount required to fully repay the principal, interest and costs owing by the Debtor to RBC;
- (f) approving the Receiver's Interim Statement of Receipts and Disbursements, as appended hereto; and

- (g) approving the fees and disbursements of the Receiver and its counsel.

All of which is respectfully submitted this 5th day of May, 2021.

The Fuller Landau Group Inc.,
in its capacity as Court appointed receiver of
Unique Restoration Ltd.,
and not in its personal capacity

Per: _____



David Filice
Senior Vice President

BETWEEN

ROYAL BANK OF CANADA
Applicant

-and-

UNIQUE RESTORATION LTD., et al.
Respondents
Court File No. CV-21-00655331-00-CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**FIRST REPORT OF
THE FULLER LANDAU GROUP INC.
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF
UNIQUE RESTORATION LTD.**

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Lawyers for the Receiver,
The Fuller Landau Group Inc.

APPENDIX "A"

Court File No. CV-21-00655331-00CL

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

THE HONOURABLE MADAM)	WEDNESDAY, THE 3RD
)	
JUSTICE GILMORE)	DAY OF FEBRUARY, 2021

ROYAL BANK OF CANADA

Applicant

- and -

**UNIQUE RESTORATION LTD., JOHN KENNEDY, MONICA KENNEDY, STEVEN
LEBLANC AND LINDA LEBLANC**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R. S. C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R. S. O. 1990, c. C. 43, AS AMENDED**

**ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order, pursuant to subsection 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 The Fuller Landau Group Inc. ("Fuller Landau") as receiver (in such capacity, the "Receiver"), without security, of certain of the assets, undertakings and properties of Unique Restoration Ltd. (the "Debtor"), being the real property known municipally as 1220 Matheson Boulevard East, Mississauga, Ontario and described legally in PIN 13294-0061 (LT) (the "Premises"), and all assets, undertakings and properties of the Debtor acquired for, located at, or used in relation to the Premises, including all proceeds thereof (together with the Premises, the "Property"), was heard this day by judicial videoconference due to the COVID-19 emergency via Zoom.

ON READING the affidavit of Robert Fick sworn January 21, 2021, and the exhibits thereto including, without limitation, the consent of Fuller Landau dated January 8, 2021 to act as the Receiver, and the consent of the Debtor for the immediate appointment of a receiver, and on hearing the submissions of counsel for the Applicant and such other counsel as were present, no one appearing for any other stakeholder, although duly served as appears from the affidavit of service of Christine Doyle sworn January 21, 2021:

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, Fuller Landau is hereby appointed Receiver, without security, of 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 Debtor, 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 Debtor;
- (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 Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (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 Debtor, 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 Debtor, 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, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (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 Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor 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 Debtor, and without interference from any other Person.

4. THIS COURT ORDERS that for greater certainty "Property" for purposes of this order currently does not include the claims of the Debtor in the action bearing British Columbia court file number S-189965 (the "**Litigation Asset**"). Nothing in this Order shall prevent the Court from expanding the mandate of the Receiver to include the Litigation Asset.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtor, (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.

6. 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 Property, 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.

7. 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.

8. 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

9. 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

10. THIS COURT ORDERS that no Proceeding against or in respect of 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. THIS COURT ORDERS that all rights and remedies against 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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

12. 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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor 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 Debtor 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 Debtor's 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 Debtor 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

14. 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 in relation to the Property, 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

15. THIS COURT ORDERS that this Order does not change the status of the Debtor's 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 AND CASL

16. 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. 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

18. 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

19. 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, 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

20. 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.

21. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their 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.

22. 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

23. 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 \$75,000 (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.

24. 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.

25. 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.

26. 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

27. 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/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "Rules") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. 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: https://fullerllp.com/active_engagements/unique-restoration-ltd/.

28. 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

Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

29. 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.

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

31. 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.

32. 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.

33. 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 Debtor's estate with such priority and at such time as this Court may determine.

34. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

35. THIS IS TO CERTIFY that The Fuller Landau Group Inc., the receiver (the "Receiver"), without security, of certain of the assets, undertakings and properties of Unique Restoration Ltd. (the "Debtor"), being the real property known municipally as 1220 Matheson Boulevard East, Mississauga, Ontario and described legally in PIN 13294-0061 (LT) (the "Premises"), and all asserts, undertakings and properties of the Debtor acquired for, located at, or used in relation to the Premises, including all proceeds thereof (together with the Premises, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 3rd day of February, 2021 (the "Order") made in an action having Court file number CV-21-00655331-00CL, 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.

36. 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.

37. 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.

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

39. 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.

40. 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.

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

DATED the ____ day of _____, 20__.

THE FULLER LANDAU GROUP INC., solely
in its capacity as Receiver of the Property, and
not in its personal capacity

Per: _____

Name:

Title:

ROYAL BANK OF CANADA

Applicant

- and -

UNIQUE RESTORATION LTD. ET AL.

Respondents

Court File No. CV-21-00655331-00CL

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

Proceedings commenced at Toronto

**ORDER
(appointing Receiver)**

AIRD & BERLIS LLP
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Toronto, ON M5J 2T9

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Lawyers for Royal Bank of Canada

**IN THE MATTER OF THE RECEIVERSHIP OF
UNIQUE RESTORATION LTD.**

**NOTICE AND STATEMENT OF THE RECEIVER
(SUBSECTION 245(1) AND 246(1) OF THE ACT)**

The receiver gives notice and declares that:

1. On February 3, 2021 the undersigned, The Fuller Landau Group Inc., was appointed receiver (the "**Receiver**"), without security, of certain of the assets, undertakings and properties of Unique Restoration Ltd ("**Unique**"), being the real property known municipally as 1220 Matheson Blvd. East, Mississauga, Ontario, and described legally in PIN 13294-0061 (the "**Property**"), that is described below:

Assets	Approximate Net Book Value as at February 3, 2021
Land and Building	\$ Unknown

2. The undersigned was appointed Receiver by Order of the *Ontario* Superior Court of Justice Commercial List in respect of the property described above by an application to Court by the Royal Bank of Canada ("**RBC**"), a secured creditor, pursuant to a first-ranking mortgage against the Property.
3. The undersigned took control of Unique's assets located at the Property, comprising the land and building, on the 3rd day of February, 2021.
4. The following information relates to the receivership:
 - (a) Address:
 - 1220 Matheson Blvd. East
Mississauga, Ontario L4W 1R2
 - (b) Principal line of business:
 - Building maintenance and restoration company servicing the multi-unit residential, commercial and institutional sectors within the provinces of Ontario and British Columbia.
 - (c) Location of business:
 - 1220 Matheson Blvd. East
Mississauga, Ontario L4W 1R2
 - (d) The amount claimed to be owed by Unique to each creditor as at February 3, 2021 who holds a security interest on the assets described above is as follows:

Secured Creditor	Amount \$	Security
RBC	3,670,000	First-ranking collateral mortgage against the Property, General Security Agreements and Assignment of Rents from Unique, and personal guarantees
Claudio and Rosanna Bevilacqua	1,300,000	Second-ranking mortgage
VGNA Holdings Inc.	Unknown	Unknown
City of Mississauga	66,211.79	Outstanding property taxes for 2020 and 2021 interim

(e) The list of other creditors of Unique and the amount owed to each creditor is attached as **Appendix "A"** as at February 3, 2021. This list was obtained from Crowe Soberman Inc., who was appointed as the Trustee under a Notice of Intention to file a Proposal on January 4, 2021.

(f) The Receiver is in the process of obtaining environmental studies and appraisals before preparing to market the Property for sale.

(g) Contact person for Receiver: Mr. David Filice
c/o The Fuller Landau Group Inc.
151 Bloor St. West, 12th Floor
Toronto, ON M5S 1S4
Telephone: (416) 645-6506
Facsimile: (416) 645-6501

Dated at Toronto, Ontario, this 12th day of February, 2021.

The Fuller Landau Group Inc.
Receiver of Unique Restoration Ltd.

Per:

David Filice

In the Matter of the Receivership of
Unique Restoration Ltd.

Name	Attention	Address	Claim \$
407 ETR Express Toll Route	Marion Richardson/Collections	6300 Steeles Ave W Woodbridge ON L4H 1J1	14,714.30
A-1 Window Mfg Ltd		Unit 1-8038 Glenwood Dr Burnaby BC V3N 5E9	31,290.00
Aaron Cole Excavating Ltd		658 Rason Rd Victoria BC V9B 6C6	2,909.90
Acacia Landscape Inc		PO Box 5299 Victoria BC V8R 6N4	890.33
ACT Concrete Placing & Finishing Ltd.		18-755 Vanalman Avenue Victoria BC V8Z 3B8	3,236.21
ADT Security Services Canada Inc.	Accounts Receivable	615 18th Street SE Calgary AB T2E 6J5	593.63
Advance Mobile First Aid & Safety		101-10 King Edward St Coquitlam BC V3K 0E7	209.01
Advantage Consulting & Restoration Contracting		1-1270 Finch Ave W North York ON M3J 3J7	326.01
Advantage Electric Services Ltd		14020 Argyll Rd Georgetown ON L7G 5T7	1,506.19
AJW Engineering		17-378 Mayfield Rd Brampton ON L6Z 0E3	3,107.50
Alectra Utilities (formerly Enersource Hydro)		55 John St North Hamilton ON L8R 3M8	1,475.17
Allstream		PO Box 4622 Stn A Toronto ON M5W 0J9	2,353.74
American Express c/o FCT Default Solutions	Insolvency Department	PO Box 2514, Stn B London ON N6A 4G9	109,058.47
AMR Barristers & Solicitors LLP	Dean Melamed	300-145 Wellington St W Toronto ON M5J 1H8	11,572.10
Angel Answering Service		12-1730 Broadway St Port Coquitlam BC V3C 2M8	6,063.75
Apex Steel & Gas Ltd		534 David St Victoria BC V8T 2C8	1,369.20
Avizha Business Solutions Ltd		44 Fairholme Ave North York ON M6B 2W6	339.00
BC Hydro & Power Authority	Credit Admin	333 Dunsmuir St, 11th floor Vancouver BC V6B 5R3	1,155.84
Big Steel Box		1000-1631 Dickson Ave Kelowna BC V1Y 0B5	174.76
Blok-Lok Ltd		12 Ashbridge Cir Woodbridge ON L4L 3R5	411.34
BMO Financial Group c/o BankruptcyHighway.com	Mike Timko	PO Box 57100 Etobicoke ON M8Y 3Y2	70,338.56
Britco Boxx Limited Partnership		1000-44-2nd Ave SW Calgary AB T2P 5E9	767.37
Brock White Canada Company LLC		Lockbox V7198C-PO Box 7198 Station Terminal Vancouver BC V6B 4E2	2,487.91
Building & Concrete Restoration Assoc		10 Lawton Ave Toronto ON M4V 1Z4	1,073.50
Capilano Glass & Screens Ltd		1607 Marine Dr North Vancouver BC V7P 1V1	800.75
Castle Precast Ltd		1230 Matheson Blvd E Mississauga ON L4W 1R2	3,983.25
Christie, Caderyn		Northwest Scaffolding	1.00

Cloverdale Paint Inc.	Dean Marques	BR 079 1616 Cedar Hill Cross Rd Victoria BC V8P 2P6	41.14
CMD Group		PO Box 46010 St A Toronto ON M5W 4K9	473.75
Coho Communications Ltd		947 Walfred Rd Victoria BC V9C 2P3	780.68
Columbia Fire & Safety Ltd		1-410 Garbally Rd Victoria BC V8T 2K1	517.28
Computer Master		37-3100 Ridgeway Dr Mississuga ON L5L 5M5	5,298.05
Constructconnect Canada Inc		Lockbox T09510C, PO Box 9510 Stn A Toronto ON M5W 2K3	470.46
Construction Distribution & Supply		3-300 Confederation Pkwy Concord ON L4K 4T8	2,187.14
Convoy Supply Ltd.	Ayaz Velji	8183 130th Street Surrey BC V3W 7X4	3,912.78
CRH Canada Group Inc	Kimberly Potter	c/o Fasken Martineau DuMoulin LLP 2400-333 Bay St Toronto ON M5H 2T6	0.00
D & F Equipment and Construction		8301 Jane St Concord ON L4K 5P3	1,500,000.00
Earthscapes Land Design & Build Inc.		634 DSRwent Way Delta BC V3M 5P8	91,397.06
Eileen E. Vanderburgh		800 Smithe Street Vancouver BC V6Z 2E1	0.00
Ellice Recycle Ltd		343-A Bay St Victoria BC V8T 1P5	3,363.15
Enbridge Gas Distribution - Ontario	Back Office Collections Department	132145417021 3401 Schmon Pkwy, PO Box 1051 Thorold ON L2V 5A8	9,423.22
Envirosystems Incorporated		11 Brown Ave Dartmouth NB B3B 1Z7	26,989.10
Etobicoke Building Supplies		25 Jutland Rd ETOBICOKE ON M8Z 2G6	4,009.75
Euroseal Contracting Ltd		21-6110 138 St Surrey BC V3X 3V6	26,620.60
Faria Developments Ltd		11046 Westminster Hwy Richmond BC V6X 1B3	41,933.91
Ferrari & Associates Insurance		20-7675 Highway 27 Vaughan ON L4L 4M5	2,157.00
Ferro Canada Inc		8999 Concession Rd 5 Uxbridge ON L9P 1R1	471,562.67
First Response Glass		2-4217 Glanford Ave Victoria BC V8Z 4B9	296.18
Fortis BC Energy Inc. - Natural Gas	Collection Department	PO Box 6666, Station Terminal Vancouver BC V6B 6M9	1,038.87
Gillis, Derek			15,000.00
Green for Life Environmental		1045 Dunford Ave Victoria BC V9B 2S4	444.97
Green Point Mechanical		22B-115 Woodstream Blvd Vaughan ON L4L 7Y6	8,891.05
Griff Building Supplies Ltd.		340 Ewen Avenue New Westminster BC V3M 5B1	2,839.49
H2X Contracting Ltd		4705 Kevere Rd Victoria BC V9C 4G1	3,854.97
Hamza Demolition & Disposal Ltd		11640 Aztec St Richmond BC V6X 1H8	4,996.74
HD Supply Canada Inc		100 Galcat Dr Vaughan ON L4L 0B9	325.11
Hicks Morley Hamilton Stewart Storie LLP		39 Fl-77 King St W, TD Tower Box 371 Toronto ON M5K 1K8	848.07

Hilti Canada Corporation		2360 Meadowpine Boul Mississauga ON L5N 6S2	21,511.22
Home Depot c/o Citi Cards Canada (Acct 603529)		PO Box 2052, Stn B Mississauga ON L4Y 0B4	19,942.40
Hooey Remus LLP		210-330 Bay St Toronto ON M5H 2S8	12,004.46
Houle Electric Limited		5050 North Fraser Way Burnaby BC V5J 0H1	3,969.06
Humberview Motors Incorporated		3200 Bloor St W Toronto ON M8X 1E1	2,374.92
IMH Pool XIV LP		c/o Alexander Holburn LLP, 2700-700 West Georgia St Vancouver BC V7Y 1B8	0.00
Insul-Twin Systems Ltd		1-1973 McLean Ave Port Coquitlam BC V3C 1N1	285,684.35
Island Applicators Ltd		6745 Eakin Dr Sooke BC V9Z 0V5	13,310.41
Jamac Sales and Distribution Ltd		141 Don Park Rd Markham ON L3R 1C2	105,643.00
Joyce Group Services Inc		100-1741 Boudary Rd Vancouver BC V5M 3Y7	1,066.80
Kal Tire Head Office - Credit	Wendy Edwards	PO Box 1240 Vernon BC V1T 6N6	179.07
Klassen Building Supplies		104-14620 64th Ave Surrey BC V3S 1X7	12,487.79
KMS Tool and Equipment Ltd.		110 Woolridge St Coquitlam BC V3K 5V4	252.22
Koster American Corporation		2585 Aviator Dr Virginia Beach VA 23453 USA	4,021.50
Linda M Draav CPA CMA			610.20
Lionsgate Scaffolding Ltd		8601 Main St Vancouver BC V5X 0E6	114,342.87
Lumar Fire Protection Inc		10674-0727JWW Unit 1 & 2-2630 Royal Windsor Dr Mississauga ON L5J 1K7	1.00
M. Griffin Ltd	Cheryl	Unit 120-2333 Government St Victoria BC V8T 4P4	6,450.15
Mahar, Joanne			90,000.00
Mazzei Electric Ltd		10-1850 Northfield Rd Nanaimo BC V9S 3B3	660.05
McFloat Service Inc		1379 Lewisham Dr Mississauga ON L5J 3R1	1,356.00
McIntosh Perry		200-6240 Highway 7 Woodbridge ON L4H 4G3	950.91
McMillan LLP - Toronto	Ginger Drew	4400-181 Bay St Toronto ON M5J 2T7	28,929.11
Menzies Metal Products		19370-60th Ave Surrey BC V3S 3M2	7,586.03
Metal Supermarkets - BC		3-20059 92A Avenue Langley BC V1M 3A5	2,827.22
Metro Testing Laboratories Ltd		6991 Curragh Ave Burnaby BC V5J 4V6	12,046.86
Mitchell Sandham		103-1375 North Service Rd E Oakville ON L6H 1A7	4,188.48
Momentum Engineering Management Inc		100-400 Applewood Cres Vaughan ON L4K 0C3	3,672.50
Natures Call		177 Creditstone Rd Concord ON L4K 1N5	2,534.64
Northwest Scaffolding		3516 Sparrowhawk Ave Victoria BC V9C 0L8	793,686.42
Novoclad Systems Inc.		Unit B2-1590 Dundas St E Mississauga ON L4X 2Z2	14,421.15
Office Team		T57349C PO Box 57349 Stn A Toronto ON M5W 5M5	8,338.30

Optimal Roofing Systems inc.		3278-240th St Langley BC V2Z 2J3	48,435.55
Pacific Restorations		5881 Beresford St Burnaby BC V5J 1K1	156,663.45
Pacific West Systems Supply Ltd.		20109 Logan Ave Langley BC V3A 4L5	194.09
Parker Johnston Industries Ltd		6791 Oldfield Rd Saanichton BC V6M 2A2	47,503.28
Passaglia Concrete Restoration & Repair Ltd	William A. McLachlan	McLachlan Brown Anderson 10th Flr. - 938 Howe Street Vancouver BC V6Z 1N9	348,629.89
Pella Western Canada		29-3900 106th Ave SE Calgary AB T2C 5B6	7,309.05
Pitney Bowes Canada Ltd. c/o BankruptcyHighway.com	Mike Timko	PO Box 57100 Etobicoke ON M8Y 3Y2	677.38
PJ Partners		205-3380 South Service Rd Burlington ON L7N 3J5	21,187.50
Powerplay Electric Ltd		386 Beachview Dr North Vancouver BC V7G 1P6	12,048.75
PPG AC Canada Inc		PO Box 46080 Stn A Toronto ON M5W 4K9	799.83
Praxair Distribution		PO Box 400 Stn D Scarborough ON M1R 5M1	544.92
Prime Coatings Ltd		995 West 3rd St North Vancouver BC V7P 1E4	172,562.13
Propane Depot Inc		3390 Lake City Way Burnaby BC V5A 3A6	148.77
Purolator Courier Limited	Ortie Nesci	5995 Avebury Rd. 3rd Flr. Mississauga ON L5R 3T8	2,549.76
Rapid Equipment Rental Limited		Unit 2-5 St Regis Cres N Toronto ON M3J 1Y9	8,222.44
Read Jones Christoffersen Ltd		220-645 Tyee Rd Victoria BC V9A 6X5	570.68
Regal Windows & Doors Systems Inc.		177 Drumlin Circle Concord ON L4K 3E7	51,563.41
Region of Peel - Water Department	Water Department	10 Peel Centre Drive Brampton ON L6T 4B9	1,330.77
Richard, Jeff			41,253.70
Rogers		PO Box 9100 Don Mills ON M3C 3P9	4,432.43
Rona Inc /Dick's Lumber		2580 Gilmore Ave Burnaby BC V5C 4T5	8,413.47
Roofmart Pacific Ltd		8321-132nd St Surrey BC V3W 4N6	1,134.39
Royal Disposal & Contracting Services		16 Westacres Dr Toronto ON M6M 2B8	4,237.73
Scafom Canada Inc.	Carol Deganis	19 Delta Park Blvd Brampton ON L6T 5E7	72,571.38
Scotia Tire & Alignment Services Limited		5960 Atlantic Dr Mississauga ON L4W 1N6	649.74
SDF Supplies Ltd		4935 Steeles Ave W Toronto ON M9L 1R4	4,419.73
Sonitrol Western Canada Inc		Unit 30-3033 King George Blvd Surrey BC V4P 1B8	236.25
Spider Staging Canada ULC		Unit 160-13571 Verdun Pl Richmond BC V6V 1W5	41,391.53
SS Laser Tech Ltd		2115-13560 Maycrest Way Richmond BC V6V 2W9	598.53
Starline Windows Ltd	Vanessa Werden	900-808 Nelson Street Vancouver BC V6Z 2H2	938,808.44
Summerhill Kitchens		880 Van Isle Way Victoria BC V9B 5R8	357.20
Summit Tools		3905 1st Ave Burnaby BC V5C 3W3	92.70

Sunrise Painting & Stucco Ltd		85520 Edgemond Village North Vancouver BC V7R 4X1	
Super Save Disposal Inc		19395 Langley Bypass Surrey BC V3S 6K1	2,144.69
Super Save Fence Rentals Inc		19395 Langley Bypass Surrey BC V3S 6K1	999.92
Super Save Toilet Rentals Inc		19395 Langley Bypass Surrey BC V3S 6K1	2,283.88
Suspended Stages Inc		6989 Merritt Ave Burnaby BC V5J 4R7	66,769.85
Tag Equipment		Unit 24-60 Innovator Ave Stouffville ON L4A 0Y2	3,141.40
Telus Residential/Business Services	Rick Wan	3rd Fl - 4519 Canada Way Burnaby BC V5G 4S4	966.61
The Sherwin-Williams Company - District Office	Ernie Thibodeau	170 Brunel Rd., Unit A Mississauga ON L4Z 1T5	370.03
Tri-M Plumbing-Drainage Inc		3156-585 Seaborn Ave Port Coquitlam BC V3B 0M3	358.31
United Rentals		115, Ardelt Avenue Kitchener ON N2C 2E1	14,649.40
Vanessa S. Werden		850 Burdett Avenue Victoria BC	0.00
Vector Corrosion Technologies Ltd		208-669 Ridley Pl Delta BC V3M 6Y9	817.54
Vetro Installs Ltd		820 Dublin St New Westminster BC V3M 2Y6	17,972.85
Victoria Deck Ltd		512 William St Victoria BC V9A 3Y9	19,241.25
Wallace Industrial Services		341A John St Victoria BC V8T 1T2	1,628.40
West Bay Mechanical Ltd		584 Ledsham Rd Victoria BC V9X 1J8	30,915.67
Whiteplace Painting & Decorating Ltd		Unit 5-315 Steelcase Rd Markham ON L3R 2R5	47,475.26
Workplace Medical Corp		130 Wilson St Hamilton ON L8R 1E2	900.00

APPENDIX "C"

OREA Ontario Real Estate Association
Form 520
for use in the Province of Ontario

Listing Agreement - Commercial
Seller Representation Agreement
Authority to Offer for Sale




This is a Multiple Listing Service® Agreement  OR This Listing is Exclusive 
(Seller's Initials) (Seller's Initials)


BETWEEN:
BROKERAGE: REN/TEX REALTY INC., BROKERAGE
..... (the "Listing Brokerage") Tel. No. 905-850-3300

SELLER: The Fullor Landau Group Inc., in its capacity as court appointed receiver for Unique Restoration Ltd. (the "Seller")
AND WITHOUT PERSONAL LIABILITY
In consideration of the Listing Brokerage listing the real property for sale known as 1220 MATHESON BLVD. EAST
City of Mississauga (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 22 day of March, 20 21
until 11:59 p.m. on the 30 day of September, 20 21 (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:
Five Million Six Hundred Thousand Dollars (\$CDN) 5,600,000.00
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 3.5 % of the sale price of the Property or 2.5% if sold by Jason Racco on successful completion 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.

Handwritten initials

INITIALS OF LISTING BROKERAGE:  INITIALS OF SELLER(S): 

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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 1.75 % 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 60 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.

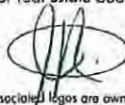
MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, 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):

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 willful 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 willful 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 and, if attached, the accompanying data form.
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. **ENVIRONMENTAL INDEMNIFICATION:** 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.
9. **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.
10. **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.
11. **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.
12. **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):



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)
 (Does Not)

- 13. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 14. **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.
- 15. **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.
- 16. **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.*
- 17. **SCHEDULE(S)** ***appointed receiver for Unique Restoration Ltd. and without personal liability* 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.

_____ *3/16/21* _____ **Jason Racco**
 (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:

The Fuller Landau Group Inc., as court **
 (Name of Seller)
 _____ *March 16/21* _____ **416-645-6506**
 (Signature of Seller/Authorized Signing Officer) (Seal) (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 _____ **Jason Racco**
 (Name of Salesperson/Broker/Broker of Record)

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

_____ *[Signature]* _____
 (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 12th day of March, 2021
 _____ *March 16/21* _____
 (Signature of Seller) (Date)

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APPENDIX "D"



Agreement of Purchase and Sale Commercial

Form 500 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22nd day of March, 2021

BUYER: 1572482 Ontario Inc. agrees to purchase from

SELLER: THE FULLER LANDAU GROUP INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER FOR UNIQUE RESTORATION LTD. AND WITHOUT PERSONAL LIABILITY the following

REAL PROPERTY:

Address 1220 MATHESON BLVD. EAST

fronting on the North side of Matheson

in the City of Mississauga

and having a frontage of 100 Ft more or less by a depth of 445.34 Ft

and legally described as PT BLK C PL 904 MISSISSAUGA PT 35 43R1060, S/T RIGHT IN VS 232424 MISSISSAUGA

(legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE: [redacted] Dollars (CAD\$)

DEPOSIT: Buyer submits Upon Acceptance

One Hundred Thousand Dollars (CAD\$)

by negotiable cheque payable to RenMax Realty, Inc. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B & C attached hereto form(s) part of this Agreement. to the extent of any inconsistencies or discrepancies between this OREA Standard form of Agreement of Purchase and Sale and Schedules A, B, and C hereto, Schedules A, B, and C shall govern.

IRREVOCABILITY: This offer shall be irrevocable by Buyer/Seller until 8:00 PM on

the 24th day of March, 2021, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 31st day of May, 2021. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counteroffer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided hereto, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

.....
.....
.....
.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

.....
.....
.....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

.....
.....
.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 5:00 p.m. on the 21st day of May 2020 (Requisition Date) to examine the title to the property at his own expense and to be the cause of any delay from the date of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or, (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (as in its present use) is not in violation of any applicable laws or regulations and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.


10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to assure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.


12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any such documents or survey of the property which Seller's control to Buyer or person responsible and prior to the Requisition Date if a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Ontario), Chartered Bank, Trust Company, Credit Union, Credit Cooperative or Insurance Company and which is not to be assumed by Buyer on completion is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain out of the closing funds a discharge in registrable form and to register same or to cause same to be registered on title within a reasonable period of time after completion, provided that an order before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and where a real time electronic clearing fund transfer system is not being used the direction received by Seller in setting payment to the mortgagee of the amount required to obtain the discharge and of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALES OF BUYER(S): 

INITIALES OF SELLER(S): 

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15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The transfer deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the transfer deed to be delivered at completion shall contain the documents contemplated by section 20(22) of the Planning Act, R.S.O. 1990.

17. **RESIDENCY:** (i) Subject to (ii) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and survive in part until the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not a non-resident of Canada; (ii) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be deemed towards the purchase price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmeasured public or private utility charges and unmeasured cost of fuel, as applicable, shall be apportioned and adjusted to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be reassessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a reassessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

21. **TENDER:** Any tender of documents or moneys hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** Seller covenants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent form when provided.

23. **WPA:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be created with a violation constituting a criminal offence, and that in the best of Seller's knowledge no building on the property contains or has ever contained radiation that constitutes a criminal offence. This warranty shall survive and survive in part until the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

26. **AGREEMENT IN WRITING:** If there is 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 Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

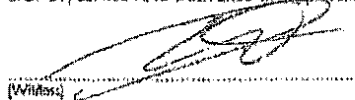
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

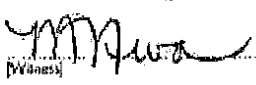


INITIALS OF SELLER(S):

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20. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of

IN WITNESS whereof I have hereunto set my hand and seal:
 (Witness)  (Buyer/Authorized Signing Officer)  (Seal)  (Date) 22/03/2021
 (Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
 (Witness)  (Seller/Authorized Signing Officer)  (Seal)  (Date) 23/03/2021
 (Witness) (Seller/Authorized Signing Officer) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced 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 give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 11:40 this 23 day of March, 2021.
 (Time) (Date)

INFORMATION ON BROKERAGE(S)		
Listing Brokerage	REN/TEK REALTY INC., BROKERAGE	905-850-3300
	Jason Racco	(Tel. No.)
	(Salesperson/Broker/Broker of Record Name)	
Coop/Buyer Brokerage		(Tel. No.)
	(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

 (Date) Mar 24/21

(Seller) (Date)

Address for Service (Tel. No.)

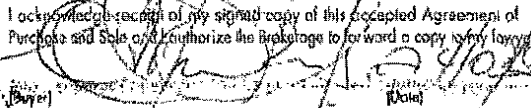
Seller's Lawyer

Address

Email

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

 (Date) 24/03/2021

(Buyer) (Date)

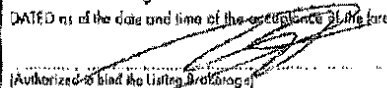
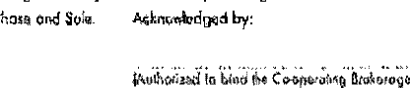
Address for Service (Tel. No.)

Buyer's Lawyer

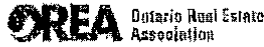
Address

Email

(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To, Cooperating Brokerage shown on the foregoing Agreement of Purchase and Sale:	
In consideration for the Cooperating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.	Acknowledged by:
	
(Authorized to bind the Listing Brokerage)	(Authorized to bind the Cooperating Brokerage)

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Schedule A

Agreement of Purchase and Sale - Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

1572462 Ontario Inc.

BUYER: The Futer Landco Group Inc., in its capacity as court appointed receiver for Unique Restoration Ltd. & without personal liability

SELLER:

for the purchase and sale of 1220 MATHeson BLVD. EAST City of Mississauga

dated the 22nd day of March, 2021

Buyer agrees to pay the balance as follows:

SEE SCHEDULE "A"

This form must be initialed by all parties to the Agreement of Purchase and Sale

INITIALS OF BUYER(S):

[Handwritten initials in a circle]

INITIALS OF SELLER(S):

[Handwritten initials in a circle]

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**SCHEDULE "A" TO THE
AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: 1572482 Ontario Inc., and

SELLER: The Fuller Landau Group Inc. in its Capacity as court appointed receiver
for Unique Restoration Ltd. And without Personal Liability

for the purchase and sale of: 1220 MATHESON BLVD. EAST - CITY of MISSISSAUGA

1. BALANCE OF PURCHASE PRICE

THE BUYER agrees to pay the balance of the purchase price, subject to usual adjustments to the Seller on Closing.

(Buy wire transfer From a Chartered Bank of Canada)

2. ADJUSTMENTS

All adjustments with respect to municipal taxes, local improvement charges and utilities and all other items normally adjusted between a Seller and a Buyer on the sale of similar commercial property shall be made with respect to the Property as of the Closing Date. The Buyer shall receive all income and pay all expenses relating to the Property from and including the Closing Date. The Seller shall deliver to the Buyer not less than ~~five~~ (5) days prior to the Closing Date the Statement of Adjustments.

3. SELLER TO PROVIDE

The Seller shall deliver to the Buyer within ~~five~~ (5) banking days of the acceptance of this Offer the following: *in the seller's actual possession:*

- a) Copies of all service, maintenance and management contracts for the property which may be binding on the Buyer.
- b) Copies of all environmental reports, building information and soil reports.
- c) ~~a copy of an existing survey of the real property.~~

.... 2

(NOTE: This form must be initialed by all parties to the Agreement of Purchase and Sale.)

[Signature]
(Buyer)

[Signature]
(Seller)

(Buyer)

(Seller)

4. CONDITION-BUYER

(a) Due Diligence

During the period of TEN (10) business days immediately following the date of acceptance of this offer (the "Conditional Period")

This Offer shall be conditional for TEN (10) business days from acceptance of this Offer (the "Conditional Period"). During this period upon twenty-four (24) hours notice, during normal business hours, the Seller shall permit the Buyer or its designated representatives to enter upon the Buildings and the Real Property (hereinafter together referred to as the Property) for the purpose of conducting physical, technical, environmental tests and inspections. Provided that the Buyer shall not commit waste, will not unduly disturb the occupants and will restore any damage caused by the Purchaser's or their representative's inspections in order to conduct such physical, technical and environmental tests and inspections and investigations as it may deem appropriate. The Seller shall forthwith execute for the Buyer any necessary authorizations that the Buyer may require.

(b) Conditions

The Buyer's obligations to complete this Agreement shall be conditional until 5:00 o'clock p.m. on the final day of the Conditional Period upon each of the following conditions:

- (i) the Buyer being satisfied, in its sole discretion, as to the physical condition of the Real Property, the economics of the Real Property, the environmental condition of the Real Property and the planning and zoning restrictions relating to the Real Property.
- (ii) the Buyer's solicitors review, of this Agreement and being satisfied in the Buyer's and/or his Solicitors' sole discretion.

(1) in writing not later than 5:00 PM on the last day of the Conditional Period

If the conditions set out above are not fulfilled within the Conditional Period and the Buyer fails to notify the Seller or Seller's solicitor that such conditions have been waived within the Conditional Period, then this Agreement shall be null and void notwithstanding any intermediate acts or negotiations, and in such event, the Buyer's deposit, together with any interest accrued thereon, shall be forthwith returned to the Buyer without deduction and neither party shall be liable to the other for any loss, costs or damages.

(2) conditions set out in this section 4(b) have been satisfied or waived

5. ASSIGNMENT

[except for section 4(c) which shall survive]

THE BUYER SHALL have the Right to Assign this Agreement of Purchase and Sale and all its rights and obligations hereunder to a person(s), corporation(s), partnership of person(s) and/or corporation(s) or firm(s). Notwithstanding such assignment the purchasers named herein shall not be relieved of their obligations under the agreement and shall remain responsible hereunder in the event that the assignee defaults in its obligations under the Agreement of Purchase & Sale.

(NOTE: This form must be initialed by all parties to the Agreement of Purchase and Sale.)

(Buyer)

(Buyer)

(Seller)

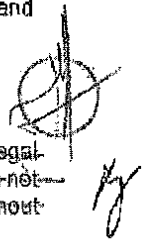
(Seller)

6. AGENCY DISCLOSURE

THE PARTIES to this transaction hereby acknowledge that the Listing Broker and Co-operating Broker are the same firm, such that there has been and is dual agency, the Buyer and Selier having previously consented to such dual agency and waiving any conflict of interest or duty of confidentiality.

~~7. WAIVER TO AGENT~~

~~The parties to this Agreement acknowledge that the Agents have recommended that they obtain advice from their legal Counsel prior to signing this document. The parties further acknowledge that the information provided by the Agents is not legal, accounting, environmental or tax advice, and the parties are cautioned not to rely on any such information without seeking specific legal, accounting, environmental or tax advice with respect to their unique circumstances.~~

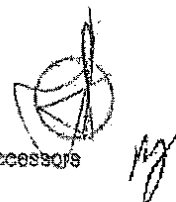


8. SEVERABILITY

If any provision contained herein shall be found to be unenforceable, such provision shall be severed from the Agreement, and the remainder of this Agreement shall continue to be in full force and effect.

~~9. SUCCESSORS AND ASSIGNS~~

~~This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.~~



10. APPLICABLE LAW

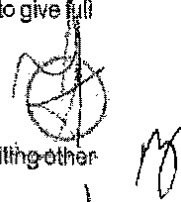
This Agreement shall be interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable thereto.

11. FURTHER ASSURANCES

Except as provided herein, each of the parties shall, at the cost and expense of the other party, execute and deliver all such further documents and do such further acts and things that the other party may reasonably request from time to time to give full effect to this agreement.

~~12. FACSIMILE/EMAIL~~

~~Acceptance of the Offer may be communicated by email or electronic transmission of an accepted Offer without limiting other methods of communicating acceptance available to the parties.~~



~~13. BANKING DAYS~~

~~FOR ALL PURPOSES of this Agreement, the terms "banking day" or "business day" shall mean any day, other than Saturday, Sunday, or statutory holiday in the Province of Ontario.~~



(NOTE: This form must be initialed by all parties to the Agreement of Purchase and Sale.)

.....4

(Buyer)



(Seller)



(Buyer)

(Seller)

~~14. CHATTELS AND FIXTURES~~

~~THE PURCHASE PRICE includes all existing electric light fixtures, heating and HVAC equipment, and appurtenances thereto and all other chattels, fixtures and equipment, which may be the property of the Seller and used in connection with the said premises, and all of which the Seller warrants to be free and clear of any encumbrances whatsoever and in good operating condition as of the date of closing.~~

[Handwritten initials]
[Handwritten signature]

(NOTE: This form must be initialed by all parties to the Agreement of Purchase and Sale.)

[Handwritten initials]

(Buyer)

[Handwritten initials]

(Seller)

(Buyer)

(Seller)

SCHEDULE "B"

1. Receiver's Sale - The Purchaser acknowledges that the Property is being sold by the Vendor as a court appointed receiver pursuant to the Order of Madam Justice Gilmore, Court File No. CV-21-00655331-00CL dated February 3, 2021 and accordingly, the following provisions shall apply:

- (a) The term "Vendor" as used herein refers only to the actual vendor named in this Agreement of Purchase and Sale and shall have no inference or reference to the present registered owner(s) of the Property;
- (b) The Purchaser agrees (i) to accept title in accordance with an Approval and Vesting Order in the above noted court action, and (ii) to reasonably cooperate in the application for such Approval and Vesting Order;
- (c) The Purchaser acknowledges and agrees that title to the Property may be subject to the following (the "Encumbrances"):
 - i) any easements, right of way or licenses in favour of any governmental, municipal or other authority for the supply of utilities, gas, water, hydro, sewer, cable television and/or for road widening, site triangles or for any other purpose whatsoever, located on, around, over or upon the Property and required in connection therewith or for the benefit of adjoining lands;
 - ii) any site plan agreements, development agreements, subdivision agreements or other agreements required by any governmental authority in connection with the Property;
 - iii) any encroachments by any structure located on the Property onto any adjoining lands or street and any encroachments by any structure located on adjoining lands onto the Property;
 - iv) any easements, rights of re-entry, rights of way, or agreements, restrictions, or covenants which run with the lands;
 - v) the reservations, exceptions, limitations, provisos and conditions contained in the original grant or patent from the Crown;
 - vi) the exceptions, limitations and qualifications of the Land Titles/Registry Act and any amendments thereto;
- (d) The Vendor is selling only such interest as the Vendor may have in the fixtures and chattels referred to in the Agreement of Purchase and Sale, if any, without any warranty whatsoever as to title thereto. On closing, the Purchaser may have possession of such fixtures and chattels in an "as is" condition. The Vendor shall not be required to provide or deliver a bill of sale, warranty, contract or any other title documentation, and there will not be any adjustment or abatement of any kind to the purchase price with respect to such fixtures and chattels.

2. Vendor's Option to Terminate - Notwithstanding anything else contained herein, in the event that at any time on or before closing:

- (a) the Vendor has failed to obtain orders made by the Superior Court approving this Agreement and the transaction contemplated herein and vesting in the Purchaser all the right, title and interest of the Vendor in the Property free and clear of all liens, security interests other than Encumbrances, (collectively, the "Approval and Vesting Order");
- (b) the Approval and Vesting Order shall have been stayed, varied or vacated, or an order shall have been issued which restrains or prohibits the completion of the transaction contemplated

2

herein; or

- (c) the Vendor is unable or unwilling to satisfy prior to closing, a valid title requisition submitted by the Purchaser;

the Vendor may, at its option exercised by written notice to the Purchaser, elect to either terminate this Agreement or extend the closing date for one or more periods not exceeding sixty (60) days in the aggregate. If the Vendor elects to extend the closing date as aforesaid, the Vendor shall make its best efforts to deal with the matters referred to in subparagraphs 2(a), (b) and (c) so as to enable successful completion of the transaction contemplated by this Agreement. If the Vendor elects to terminate this Agreement, the holder of the Deposit shall forthwith refund the same to the Purchaser together with all interest earned thereon without deduction, set off or penalty, and the Vendor shall not be liable or held responsible by the Purchaser in any way whatsoever for any losses or damages suffered by the Purchaser as a result of any such termination.

3. Purchase "As Is" - The Purchaser acknowledges having inspected the Property prior to submitting this offer and understands that, upon the Vendor accepting this offer, there shall be a binding Agreement of Purchase and Sale between the Vendor and the Purchaser. The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and subject to any and all work orders, deficiency notices and compliance request letters heretofore or hereafter issued by any federal, provincial, municipal or other governmental or regulatory authority having jurisdiction. The Purchaser shall not request or cause any inspection of the Property to be done or carried out by any governmental or other authority or body including, without limitation the Building Department, the Fire Department or the Fire Marshall. The Purchaser shall accept the Property without regard to the location of structures, walls, retaining walls and fences and the Purchaser shall be responsible for obtaining evidence that the Property or the use thereof complies with any restrictions, covenants or agreements affecting title. The Purchaser acknowledges that the Vendor has made no representation or warranty with respect to the Property including, without limitation, with respect to any of the following:

- (a) the description, title, condition, state of repair or utility of the Property or any of the buildings and improvements thereon;
- (b) the description, title, condition, state of repair, utility or workability of any chattels or other personal property included in the Purchase Price;
- (c) the zoning, planning status or permitted uses of the Property; and
- (d) soil or water contamination or pollution on or about the Property or with respect to any other environmental conditions.

4. Adjustments - Realty taxes, including local improvement charges, outstanding utilities that form a lien on title, occupancy rents, shall be apportioned and allowed to the date of completion, the day of completion itself to be apportioned to the Purchaser. In addition, there shall be no adjustment in favour of the Purchaser for any change in the assessed value of the Property in any year on or prior to the date of closing. The Purchaser shall arrange its own insurance on closing. The Purchaser shall provide the Vendor on closing with an undertaking to adjust all items of income and expense in regard to the Property if same is necessary after the closing.

5. Limited Liability of Vendor Upon Default - In the event that the Vendor makes any default under this Agreement or the transaction contemplated hereby is not successfully completed by reason of default by the Vendor, the Purchaser hereby waives any and all right to pursue specific performance of this Agreement or to obtain and/or register against title to the Property any Notice, Order, Caution, or Certificate of Pending Litigation; and the provisions of this paragraph may be pleaded by the Vendor as a complete estoppel and defence against any such action or proceedings taken by the Purchaser.

6. Assignment - The Purchaser shall not assign or otherwise transfer its interest in this Agreement without the prior written consent of the Vendor which may be arbitrarily withheld.

7. Conflict or Inconsistency - In the event that there is any conflict, inconsistency or discrepancy between the terms and conditions of this Schedule and the terms and conditions of the Agreement of Purchase and Sale to which it forms a part (and/or any other schedule attached thereto), the terms and conditions of this Schedule shall prevail.

8. Notices - All notices or other communications to be given pursuant to or in connection with this Agreement shall be in writing, signed by the party giving such notice or by its solicitors, and shall be personally delivered or sent by registered mail, facsimile, or email transmission addressed as follows:

(a) to the Purchaser at 905-850-3700 ext230 Claudio Poistnelli
Email: claudio@westonlaw.ca; and

(b) to the Vendor at:
The Fuller Landau Group Inc., Attention: David Filice,
151 Bloor Street West, 12th Floor, Toronto, ON M5S 1S4
Email: dfilice@fullerlp.com

With copy to:
Minden Gross LLP, Attention: Steven I Pearlstein
145 King Street West, Suite 2200, Toronto, ON M5H 4G2
Email: spearstein@mindengross.com

Notices given by personal delivery, facsimile or email transmission shall be deemed to have been received on the day of and at the time of such delivery or transmission. Notices given by registered mail shall be deemed to have been received at 2:00 p.m. on the second business day after the posting thereof. Any notice requesting or requiring response within five (5) or less business days from the date thereof shall be given by personal delivery, facsimile or email transmission. In the event of actual or reasonably anticipated postal disruption, all notices shall only be given by personal delivery, facsimile, or email transmission. Any party may from time to time by notice given as provided herein change its address for the purpose of this provision.

9. H.S.T. - On the Closing Date the Purchaser shall provide the Vendor with a statutory declaration or certificate confirming that the Purchaser has registered pursuant to the Excise Tax Act (Canada), as amended from time to time, (the "Act") for purposes of paying and receiving Harmonized Sales Tax ("HST") in Canada, that such registration has not been varied, cancelled or revoked, together with a notarial copy of the Purchaser's registration confirmation and registration number under the Act with respect to HST and that it is acquiring the Property on its own beneficial account. If the Purchaser fails to provide any of the foregoing on or before the Closing Date or if the Purchaser is not on the Closing Date registered under the Act, the Purchaser shall pay to the Vendor the HST required to be paid pursuant to the Act with respect to the within transaction. The Purchaser covenants and agrees to be liable for, to self assess and to remit to the appropriate governmental authority the HST which is payable in connection with the transfer of the Property, all in accordance with the Act. The Purchaser shall indemnify and save harmless the Vendor from any and all HST, penalty, interest or other amounts which may be payable by or assessed against the Vendor under the Act as a result of or in connection with the Vendor's failure to collect and remit any HST payable on the sale, transfer, conveyance or disposition of the Property as herein set out.



Schedule C Agreement of Purchase and Sale



Form 105 for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, 1572482 Ontario Inc

SELLER, The Fuller Landau Group Inc., in its capacity as court appointed receiver for Unique Restoration Ltd.

for the property known as 1220 Matheson Blvd. East City of Mississauga

dated the 22nd day of March 20 21

The Parties to this Agreement hereby agree that Ren/Tex Realty Inc will not accept cash deposits. The Buyer agrees that the deposit, as stated herein, shall be submitted by Certified Cheque or Bank Draft, payable to Ren/Tex Realty Inc (the "Deposit Holder"), according to the time period contained in this Agreement, and will be held in a non-interest bearing Real Estate Trust Account.

The Buyer and Seller agrees and acknowledges that all the measurements and information provided by Rentex Realty Inc., Brokerage on the M.L.S Listing, Feature Sheets, Internet/Website and any other marketing materials for the subject property, have been supplied for reference purposes only, and such Rentex Realty Inc., Brokerage does not warrant their accuracy. The Buyer is advised to verify any measurements or information upon which he or she is relying.

The Parties to this Agreement acknowledge that the representatives of Listing and Co-operating Brokerages in this transaction have recommended that they obtain advice from their legal advisor, banker, accountant and inspector prior to signing this document. The Parties further acknowledged that no information provided by either Brokerages' representatives is to be construed as being expert legal, financial, tax, building condition or environmental advice.

Buyer's Acknowledgment: It is agreed and understood that notwithstanding anything contained herein to the contrary, the above-mentioned Property, and property condition are to be accepted in "as is" condition. The Seller or the Agent(s) named herein cannot be held liable for any of the above and that no representation or warranty exists in respects to all aspects of the Property. The Buyer agrees to accept the entire Property in "as is" condition and is relying solely upon its own due diligence. The parties agree that this Buyer's Acknowledgment shall survive and not merge on completion of this transaction.

FOR ALL PURPOSES of this Agreement, the terms "banking day" or "business day" shall mean any day, other than Saturday, Sunday, or statutory holiday in the Province of Ontario,

~~THE BUYER SHALL have the Right to Assign this Agreement of Purchase and Sale and all its rights and obligations hereunder to a person(s), corporation(s), partnership of person(s) and/or corporation(s) or firm(s). Notwithstanding such assignment the purchasers named herein shall not be relieved of their obligations under the agreement and shall remain responsible hereunder in the event that the assignee defaults in its obligations under the Agreement of Purchase & Sale.~~

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Confirmation of Co-operation and Representation



Form 320

for use in the Province of Ontario

BUYER: 1572482 Ontario Inc.

SELLER: The Fuller Landau Group Inc. In Its Capacity As Court Appointed Receiver For Unique Restoration Ltd. and 1

For the transaction on the property known as:

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessor or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representative(s) of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has 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 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.

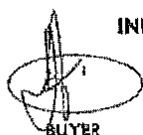
Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- The Brokerage represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
 - by the Seller in accordance with a Seller Customer Service Agreement
 - or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)


BUYER


CO-OPERATING/BUYER BROKERAGE


SELLER


LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

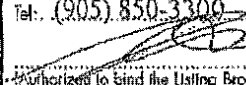
- a) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
..... to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated in MLS® Information)
- b) The Co-operating Brokerage will be paid as follows:
.....
.....
.....

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)
.....
.....

Commission will be payable as described above, plus applicable taxes.


COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

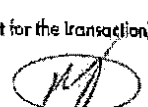
SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

(Name of Co-operating/Buyer Brokerage) Tel: Fax: (Authorized to bind the Co-operating/Buyer Brokerage) (Date) (Print Name of Salesperson/Broker/Broker of Record)	Ren/Tex Realty Inc. (Name of Listing Brokerage) 6175 Highway #7, Units 23/34, Woodbridge, Ontario L... Tel: (905) 850-3300 Fax: (905) 850-8670  (Authorized to bind the Listing Brokerage) (Date) Nov 22/2021 Michael Alexander Montesada (Print Name of Salesperson/Broker/Broker of Record)
---	--

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

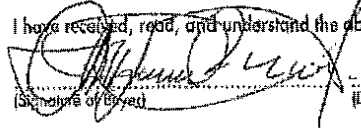
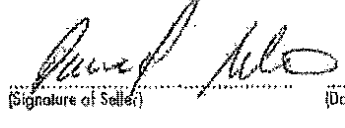
The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.


 BUYER'S INITIALS


 SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

 (Signature of Buyer) (Date)	 (Signature of Seller) (Date) Mar 23/21
(Signature of Buyer) (Date)	(Signature of Seller) (Date)

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Amendment to Agreement of Purchase and Sale - Commercial

Form 570

for use in the Provinces of Ontario

BETWEEN:

BUYER: 1572482 Ontario Inc.

AND

SELLER: The Fuller Landau Group Inc. In Its Capacity as court appointed receiver for Unique Restoration Ltd.

RE: Agreement of Purchase and Sale - Commercial (Agreement) between the Seller and Buyer, dated the 22nd day of March, 2021,

concerning the property known as 1220 Matheson Blvd East

City of Mississauga as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete

4. CONDITION - Buyer

(a) Due Diligence

This Offer shall be conditional UNTIL 5:00pm on FRIDAY APRIL 9th 2021 (the "Conditional Period"). During this period upon twenty-four (24) hrs notice, during normal business hours, the Seller shall permit the Buyer or its designated representatives to enter upon the Buildings and the Real Property (hereinafter together referred to as the Property) for the purpose of conducting physical, technical, environmental tests and inspections. Provided that the Buyer shall not commit waste, will not unduly disturb the occupants and will restore any damage caused by the Purchaser's or their representative's inspections in order to conduct such physical, technical and environmental tests and inspections and investigations as it may deem appropriate. The Seller shall forthwith execute for the Buyer any necessary authorizations that the Buyer may require.

(b) CONDITIONS

The Buyer's obligations to complete this Agreement shall be conditional until 5:00 o'clock p.m. on the final day of the Conditional Period upon each of the following conditions:

(1) the Buyer being satisfied, in its sole discretion, as to the physical condition of the Real Property, the economics of the Real Property, the environmental condition of the Real Property, and the planning and zoning restrictions relating to the Real Property.

If Buyer fails to notify the Seller or Seller's solicitor in writing not later than 5:00 p.m. on the last day of the Conditional Period that all of the aforesaid conditions set out in this Section 4(b) have been satisfied or waived, then this Agreement (except for Section 4(a) which shall survive) shall be null and void notwithstanding any intermediate acts or negotiations, and in such event, the Buyer's deposit, together with any interest accrued hereon, shall be forthwith returned to the Buyer without deduction and neither party shall be liable to the other for any loss, costs or damages.

DELETE

Agreement of Purchase and Sale - Commercial Page 1 of 6

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 31st day of May, 2021. Upon completion, vacant possession of the property shall be given to the buyer unless otherwise provided for in this Agreement.

DELETE

Agreement of Purchase and Sale - Commercial Page 3 of 6

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 21st day of May, 2021 (Requisition Date) to examine the title to the property at his own expense.

INSERT

Agreement of Purchase and Sale - Commercial Page 1 of 6

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 30th day of June, 2021. Upon completion, vacant possession of the property shall be given to the buyer unless otherwise provided for in this Agreement.

INSERT

Agreement of Purchase and Sale - Commercial Page 1 of 6

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 15th day of June, 2021 (Requisition Date) to examine the title to the property at his own expense.

INSERT

Lease Marketing

The BUYER shall be permitted, at its own expense, at any time prior to the Completion Date herein but following the later to occur of (a) waiver of Clause #2 of Schedule "B" herein and (b) the Seller/Vendor receiving the Approval and Vesting Order for the sale set out in this Agreement, to market the Property for Lease, PROVIDED THAT such marketing is made on the express basis that the lessor is not the current owner of the Property and such lease is conditional on, and shall only commence on or after the date and time when, the lessor acquires registered title to the Property.

INITIALS OF BUYER(S):

AM

INITIALS OF SELLER(S):

DF

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Seller until 4:30 (a.m./p.m.) on the 9th day of April, 2021, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

The Fuller Landau Group Inc. In Its Capa

(Witness) David Filice (Buyer/Seller/Authorized Signing Officer) 4/9/2021 3:57:24 PM EDT

Authentisign David Filice (Buyer/Seller/Authorized Signing Officer) 4/9/2021 3:57:24 PM EDT

04/09/2021 (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

1572482 Ontario Inc.

(Witness) Alex Marion (Buyer/Seller/Authorized Signing Officer) 4/9/2021 4:29:29 PM EDT

Authentisign Alex Marion (Buyer/Seller/Authorized Signing Officer) 4/9/2021 4:29:29 PM EDT

04/09/2021 (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 4:20 pm this 04/09/2021 day of, 20.

Authentisign Alex Marion Signature of Seller or Buyer 4/9/2021 4:28:22 PM EDT

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Authentisign David Filice (Seller) 4/9/2021 3:57:28 PM EDT (Date) (Date) (Tel. No.) Seller's Lawyer Address Email (Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Authentisign Alex Marion (Buyer) 4/9/2021 4:29:27 PM EDT (Date) (Date) (Tel. No.) Buyer's Lawyer Address Email (Tel. No.) (Fax. No.)

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Amendment to Agreement of Purchase and Sale - Commercial

Form 570
for use in the Province of Ontario



BETWEEN:

BUYER:1572482 Ontario Inc.....

AND

SELLER:The Fuller Landau Group Inc. In Its Capacity As Court Appointed Receiver For Unique Restoration Ltd an

RE: Agreement of Purchase and Sale: Commercial (Agreement) between the Seller and Buyer, dated the 22nd day of March, 2021,

concerning the property known as 1220 Matheson Blvd East

as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m on the 15th day of June 2021, (Requisition Date) to examine the title to the property at his own expense.

Insert:

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m on the 30th day of April 2021, (Requisition Date) to examine the title to the property at his own expense.

INITIALS OF BUYER(S)

INITIALS OF SELLER(S):

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© 2019, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

Ren/Tex Realty Inc.

easyOFFER 2019 by

Reagency Systems Corp.
www.Reagency.ca

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 6:00 p.m. on the 19th day of April, 2021, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: [Signature: David Filice] [Seal: David Filice] [Date: APRIL 16th 2021]

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: The Fuller Landau Group Inc. In Its Capacity As Court Appointed Receiver [Seal: David Filice] [Date: 04/16/2021]

The undersigned spouse of the Seller hereby consents to the amendment(s) heretofore set out.

[Signature] [Spouse] [Seal] [Date]

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 20.

[Signature: David Filice] [Seal: David Filice] [Date: 04/16/2021]

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

[Signature: David Filice] [Date: 04/16/2021] [Address for Service: 1220 Matheson Blvd East]

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

[Signature: Buyer] [Date: APRIL 16th 2021] [Address for Service]

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**UNIQUE RESTORATION LTD.
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD FEBRUARY 3, 2021 TO APRIL 30, 2021**

	\$
RECEIPTS	
Advances from RBC by way of Receiver certificate	35,000.00
TOTAL RECEIPTS	35,000.00
DISBURSEMENTS	
Insurance	4,860.00
Utilities	
Appraisal costs	7,688.10
Environmental reports	2,800.00
HST paid	2,652.86
Property Management and related costs	3,361.00
HVAC repairs	4,660.00
Waste disposal fees	1,897.50
Receivership filing fee	71.54
Bank charges	0.00
TOTAL DISBURSEMENTS	27,991.00
EXCESS OF RECEIPTS OVER DISBURSEMENTS	7,009.00
BALANCE AVAILABLE	7,009.00
FUTURE RECEIPTS	
Sale of land and building	
FUTURE DISBURSEMENTS	
Realtor commissions	-
Priority claim - property taxes (estimate)	67,000.00
Receiver Certificate repayment	35,428.63
Property management fees unpaid and estimated to closing	8,000.00
Utilities (estimated)	6,000.00
Receiver fees unpaid to April 30, 2021	74,105.82
Receiver's legal fees unpaid to April 30, 2021	27,760.05
Secured Creditor payout RBC (estimated)	3,700,000.00
HST	15,062.56
TOTAL FUTURE DISBURSEMENTS	3,933,357.06
AVAILABLE FOR FUTURE DISTRIBUTIONS AND FEES	

APPENDIX "F"

Court File No. CV-21-00655331-00-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:**ROYAL BANK OF CANADA****Applicant****- and -**

**UNIQUE RESTORATION LTD. JOHN KENNEDY, MONICA KENNEDY,
STEVEN LEBLANC AND LINDA LEBLANC**

Respondents

**Affidavit of DAVID FILICE
(Sworn May 4, 2021)**

I, David Filice, of the City of Vaughan, in the Province of Ontario **MAKE OATH AND SAY:**

1. I am a Senior Vice President and a licensed Trustee with The Fuller Landau Group Inc., the Court Appointed Receiver (the "**Receiver**") of Unique Restoration Ltd. (the "**Debtor**"), and as such have knowledge of the matters deposed to 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 certain of the assets, undertakings and properties of the Debtor by Court Order dated February 3, 2021.

3. The Receiver has prepared Statements of Account in connection with its appointment as Receiver detailing its services rendered and disbursements incurred for the period from February 1, 2021 through to the date of April 30, 2021. Attached hereto and marked as **Exhibit "A"** to this my Affidavit are copies of the Statements of Account. The hours detailed in the Statements of Account are charged at the normal billing rates and charges of the personnel of The Fuller Landau Group Inc. and as referenced in the Statements of Account. The average hourly rate in respect of the account is \$467.92.

4. This Affidavit is made in support of a motion to, *inter alia*, approve the activities of the Receiver and its accounts.

SWORN before me at the City of)
 Toronto, in the Province of Ontario)
 this ^{4th} day of May, 2021.)



 A Commissioner, etc.



DAVID FILICE

Anna Linda Niva, a Commissioner, etc.,
 Province of Ontario, for The Fuller Landau
 Group Inc. and its associates and affiliates
 Expires September 4, 2021

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF DAVID FILICE

Sworn before me

This 7th day of May, 2021



Commissioner for taking Affidavits, etc

Minna Linda Niva, a Commissioner, etc.,
Province of Ontario, for The Fuller Landau
Group Inc and its associates and affiliates
Expires September 4 2021

Unique Restoration Ltd.
Summary of fees

Exhibit "A"

Staff	Years of experience	Rate	Hours	Amount
D. Filice	28	495.00	142.00	70,290.00
M. Niya	20	250.00	12.80	3,200.00
K. Regan	8	170.00	0.15	25.50
P. Murphy	20	100.00	2.75	275.00
	Subtotal	467.92	157.70	73,790.50

INVOICE**Fuller
Landau**

Unique Restoration Inc.
The Fuller Landau Group Inc.
151 Bloor Street W
12th floor
Toronto, ON M5S 1S4

Invoice No. 147271
Client No. 1308706:01-DAF

February 28, 2021

FOR PROFESSIONAL SERVICES RENDERED:

With respect to our appointment as Court Appointed Receiver of Unique Restoration Inc. for the period February 1, 2021 to February 28, 2021 as set out in the attached time dockets.

D. Filice - 58.10 hrs. @ \$495.00/hr.
M. Niva - 6.30 hrs. @ \$250.00/hr.
S. Murphy - 2.75 hrs. @ \$275.00/hr

Our fee	\$	30,609.50
HST		3,979.24
BALANCE DUE	\$	34,588.74

HST Registration No. R130795669

Payment is due on receipt of account. Amount outstanding in excess of thirty days will be charged interest at 12% per annum until paid in full.

Please visit the Client Resources section on our website at www.fullerllp.com if you wish to pay your account by Visa or MasterCard

Please remit to:

The Fuller Landau Group Inc.
151 Bloor Street West, 12th floor
Toronto, Ontario M5S 1S4
T 416-645-6500
F 416-645-6501

fullerllp.com

Billing Worksheet

Primary Partner - Client Code

Filters Used:

- Time Expense Date: 2000-01-01 to 2021-02-28
- Engagement Name: Unique Restoration Inc. to Unique Restoration Inc.

Primary Partner: Filice, David (DAF)

Master Client: 1308706 - Unique Restoration Inc.
 1308706:01 - Unique Restoration Inc. - DAF

Retainer Balance 0.00 WIP 30,609.50 Progress 0.00 Net WIP 30,609.50 AR Balance 0.00

ADM BIL	BIL70	Secretarial time --other	SDM	10/02/2021	Memo	Rate	Hours	Amount
					Sort and format data sheet to create labels for mailing	\$100.00	2.75	275.00
					BIL Totals:			
CRI REC	REC80	General	DAF	01/02/2021	review of amended Draft Order and provide comments to legal counsel, review of motion materials re litigation	\$495.00	2.75	275.00
							1.90	940.50
CRI REC	REC80	General	DAF	02/02/2021	attempts to call Hans Rizarr, review of emails from debtor's legal counsel, offer for real estate falling through, drive by and take pictures, emails to RBC if willing to provide more time to debtor to move tenant out before receivership taking effect.	\$495.00	2.30	1,138.50
CRI REC	REC80	General	DAF	03/02/2021	prep for Court hearing, speak to Proposal Trustee re background, attend on Court hearing, Order granted, make arrangements to change locks with Adam Moskowitz, attend site and meet with Debtor and walk through building and make contact with Insurance and tenant in building to take contents out by Feb 13	\$495.00	6.40	3,168.00
CRI REC	REC80	General	DAF	04/02/2021	call with RBC and legal counsel to provide update on taking possession and status of building, discuss steps re appraisals and proposal for realtor listing and environmental, calls with Proposal trustee and discuss records and insurance, call with Insurance broker, call with Realtor and legal counsel, review of info provided by realtor re Phase I environmental and building condition report done in 2019	\$495.00	4.60	2,277.00

Billing Worksheet

Primary Partner - Client Code

Filters Used:

- Time Expense Date: 2000-01-01 to 2021-02-28
- Engagement Name: Unique Restoration Inc. to Unique Restoration Inc.

Primary Partner: Filice, David (DAF)

CRI REC	REC80	General	DAF	05/02/2021	review of environmental and condition report, send email to Ken re summary, calls with Ken and deal with same, attend site and review of books and records, deal with insurance issues, call with NOI trustee, Ken to make arrangements with John Kennedy, remove listing email from Ken, summary email to RBC	\$495.00	4.30	2,128.50
CRI REC	REC80	General	DAF	08/02/2021	various calls with Pinchin to make arrangements for Phase I proposal, deal with current reator to take down signs, review of tax cert.	\$495.00	3.70	1,831.50
CRI REC	REC80	General	DAF	09/02/2021	review of environmental proposal and speak with Pinchin, approve and sign-off and forward to Pinchin, make arrangements to attend on Friday, review of RBC approved list of appraisal companies and commence calling to make arrangements	\$495.00	3.60	1,782.00
CRI REC	REC80	General	MLN	09/02/2021	review/prepare receiver notice	\$250.00	0.40	100.00
CRI REC	REC80	General	DAF	10/02/2021	drafting of 245 and 246 reports and dis with Minna re same, call with Hans re secured creditors, call with John Kennedy and his legal counsel and our legal counsel, reach out to appraisal companies to do appraisals on the property, call with Ken re secured creditor transfers	\$495.00	4.90	2,425.50
CRI REC	REC80	General	MLN	10/02/2021	review/prepare receiver notice	\$250.00	0.55	137.50
CRI REC	REC80	General	DAF	11/02/2021	call with Bob to give him update on call with John Kennedy, and also status of environmental reports and appraisals	\$495.00	2.40	1,188.00
CRI REC	REC80	General	MLN	11/02/2021	finalize Receiver notice	\$250.00	2.75	687.50
CRI REC	REC80	General	DAF	12/02/2021	attend site to meet Pinchin, review of files to obtain further info on building, calls with Hans re removal of books and records, review and respond to emails, finalize 245 and 246 reports and mail out	\$495.00	4.70	2,326.50
CRI REC	REC80	General	MLN	12/02/2021	emails receiver notice; notice to OSB; discussion with OSB	\$250.00	1.25	312.50

Billing Worksheet

Primary Partner - Client Code

Filters Used:

- Time Expense Date: 2000-01-01 to 2021-02-28
- Engagement Name: Unique Restoration Inc. to Unique Restoration Inc.

Primary Partner: Filice, David (DAF)

CRI REC	REC80 General	DAF	13/02/2021	\$495.00	3.60	1,762.00
CRI REC	REC80 General	DAF	16/02/2021	\$495.00	2.20	1,069.00
CRI REC	REC80 General	DAF	17/02/2021	\$495.00	2.60	1,267.00
CRI REC	REC80 General	DAF	18/02/2021	\$495.00	3.40	1,683.00
CRI REC	REC80 General	DAF	19/02/2021	\$495.00	1.80	891.00
CRI REC	REC80 General	MLN	19/02/2021	\$250.00	0.90	225.00
CRI REC	REC80 General	DAF	22/02/2021	\$495.00	0.70	346.50

attend site to allow principals to remove records and personal belongings, calls with Hans and 3rd owner Martin Williams, deal with tenant to have all his assets removed, deal with heat issue and instruct property manager to have HVAC units serviced. Update email to secured creditor and legal counsel with pics of clean site

calls with environmental firm and send over prior reports, calls with appraisal companies and send over signed engagement letter to Altus and other info to get started, make arrangements with Colliers re attending on Feb 17, calls with property manager re HVAC status and arranging for snow plowing, discussions and email communication with waste disposal company re bin removal

call with Bob re update on move out and status of building, attend site to meet with Colliers for appraisal, call with Adam re HVAC quote and forward to RBC for their concurrence with our recommendation to proceed with work

prep of funding request from RBC and chasing invoices from various parties, dis with Adam re invoices and cost of prop managements, send over email to RBC and issue Receiver Certificate

arrangements for wire of funds needed to fund receivership from RBC, email corresp from Ken re VGNA transfer and prom. note, review of prom note

various emails, banking; request to open bank account

review of quotes and approve and give to Minna to pay once funding in place, calls with realtors etc.

Billing Worksheet

Primary Partner - Client Code

Filters Used:
 - Time Expense Date: 2000-01-01 to 2021-02-28
 - Engagement Name: Unique Restoration Inc. to Unique Restoration Inc.

Primary Partner: Filice, David (DAF)

CRJ REC REC80 General	DAF	23/02/2021	follow-up with environmental, calls with realtors, call with property manager re bin not yet removed	\$495.00	0.80	396.00
CRI REC REC80 General	MLN	23/02/2021	various banking	\$250.00	0.45	112.50
CRI REC REC80 General	DAF	24/02/2021	call with Bob to provide update on HVAC repairs and insurance extension, status of funding etc., review of insurance premium, approve of invoice for payment once funds are received from Receiver Certificate	\$495.00	1.30	643.50
CRI REC REC80 General	DAF	25/02/2021	email corresp with environmental firm, update for RBC, review of insurance policy re extension	\$495.00	1.10	544.50
CRI REC REC80 General	DAF	26/02/2021	attend site, call with Royal waste re bin, email communication with Pinchin and share news of no Phase II with RBC and legal, develop list of realtors and share with RBC	\$495.00	1.80	891.00

REC Totals:

Unique Restoration Inc.	64.40	30,334.50
Filice, David (DAF)	58.10	28,759.50
Murphy, Sherry (SDM)	2.75	275.00
Niva, Minna (MLN)	6.30	1,575.00
Total Net Wip	67.15	30,609.50

Employee Summary

	WIP	Progress	Net WIP
Primary Partner Filice, David Totals:	\$30,609.50	\$0.00	\$30,609.50
Grand Totals:	WIP \$30,609.50	Progress \$0.00	Net WIP \$30,609.50

INVOICE**Fuller
Landau**

Unique Restoration Inc.
 The Fuller Landau Group Inc.
 151 Bloor Street W
 12th floor
 Toronto, ON M5S 1S4

Invoice No. 148008
Client No. 1308706:01-DAF

March 31, 2021

FOR PROFESSIONAL SERVICES RENDERED:

With respect to our appointment as Court Appointed Receiver of Unique Restoration Inc. for the period March 1, 2021 to March 31, 2021 as set out in the attached time dockets.

OUR STANDARD FEE

D. Filice - 56.50 hrs. @ \$495.00/hr.
 M. Niva - 5.25 hrs. @ \$250.00/hr.

Our fee	\$	29,280.00
HST		3,806.40
BALANCE DUE	\$	33,086.40

HST Registration No. R130795669

Payment is due on receipt of account. Amount outstanding in excess of thirty days will be charged interest at 12% per annum until paid in full.

Please visit the Client Resources section on our website at www.fullerlp.com if you wish to pay your account by Visa or MasterCard

Please remit to:

The Fuller Landau Group Inc.
 151 Bloor Street West, 12th floor
 Toronto, Ontario M5S 1S4
 T 416-645-6500
 F 416-645-6501

fullerlp.com

Billing Worksheet

Primary Partner - Client Code

Filters Used:

- Time Expense Date: 1970-01-01 to 2021-03-31
- Engagement ID: 1308706:01 to 1308706:01

Primary Partner: Filice, David (DAF)

Master Client: 1308706 - Unique Restoration Inc.
 1308706:01 - Unique Restoration Inc. - DAF

WIP	CRI REC REC80 General	DAF	01/03/2021	Memo	Retainer Balance	WIP	Progress	Rate	Hours	Net WIP	AR Balance
				send out invites to realtors and deal with other file matters re garbage bin, environmental report follow-up	0.00	29,280.00	0.00	\$495.00	2.00	29,280.00	34,588.74
				various banking				\$250.00	0.70		175.00
				attend site and meet with realtors to do tour and discuss requirements for proposals				\$495.00	4.50		2,227.50
				email correspondence with Bob re funding for receivership, email correspondence with debtor's legal counsel re pot purchaser should be forwarded to realtor once signed listing is done, receipt and review of draft appraisal from Colliers, forward to Bob, call with Colliers re comparables that seem high, he will relook at comparables to see if have same attributes as our property				\$495.00	3.40		1,683.00
				call with Royal Waste, receipt of proposal from Cushman and review in summary, forward comparables used in Cushman to Colliers for appraisal				\$495.00	1.80		891.00
				confirm, update RBC wire				\$250.00	0.55		137.50
				receipt of realtor proposals and commence review				\$495.00	3.60		1,782.00
				pay outstanding disbursement, various banking				\$250.00	0.55		137.50
				final review of realtor proposals and summarize for RBC, communicate with realtors re questions				\$495.00	4.20		2,079.00
				call with Colliers re appraisal changes, finalize summary for RBC re realtor proposals, forward to RBC and then have call to discuss and hold off on making selection until later in the week				\$495.00	3.80		1,881.00

Billing Worksheet

Primary Partner - Client Code

Filters Used:
 - Time Expense Date: 1970-01-01 to 2021-03-31
 - Engagement ID: 1308706:01 to 1308706:01

Primary Partner: Filice, David (DAF)

CRI REC	REC80	General	DAF	11/03/2021	deal with issue of garbage dumping, make arrangements for new bins and work crew to clean up, calls with prop. manager, call with legal re notice to be commenced with Royal Waste,	\$495.00	3.20	1,584.00
CRI REC	REC80	General	MLN	11/03/2021	pay outstanding disbursements	\$250.00	0.90	225.00
CRI REC	REC80	General	DAF	12/03/2021	call with Bob to discuss final realtor selection, review of draft Altus appraisal, update Bob on dumping of garbage on site and clean up efforts, calls with all realtors to advise of selection, review of draft listing agreement with Jason Racco and forward to Minden Gross and discuss minor changes to be made	\$495.00	3.80	1,881.00
CRI REC	REC80	General	DAF	15/03/2021	review and changes to Royal Disposal letter, calls with Realtor, calls with prop. manager re removal of garbage, review of final version of appraisal from Altus and forward to RBC, Follow-up with legal counsel on listing agreement changes	\$495.00	1.90	940.50
CRI REC	REC80	General	MLN	15/03/2021	pay outstanding disbursements	\$250.00	0.90	225.00
CRI REC	REC80	General	DAF	16/03/2021	review of std agreement and make deletions, review of schedule B and make changes and send back to Minden Gross, call with Ken re same, call with Jason Racco and sign Listing agreement with all changes agreed to, review of letter to Royal Disposal and sent out, review of updated invoice from Platinum and approve and sign cheques	\$495.00	2.80	1,386.00
CRI REC	REC80	General	DAF	17/03/2021	finalization of OREA offer with changes from lawyers, call with lawyers make changes to form and send to Realtor, meet with realtor re same to finalize package	\$495.00	3.80	1,881.00

Billing Worksheet

Primary Partner - Client Code

Filters Used:

- Time Expense Date: 1970-01-01 to 2021-03-31
 - Engagement ID: 1308706:01 to 1308706:01

Primary Partner: Filice, David (DAF)

Code	Category	Code	Date	Description	Rate	Hours	Amount
CRI REC REC80	General	DAF	19/03/2021	various calls with realtor and Hans Rizarr re pot purchasers, call with Steve Leblanc re same, deal with prop manager re clean up of yard and removal of bins, review of feature sheet from realtor and provide changes	\$495.00	2.30	1,138.50
CRI REC REC80	General	DAF	19/03/2021	deal with pot. purchasers, call with Realtor re update on showings, attend site to meet pot. purchaser Liborio Gurrein	\$495.00	2.80	1,386.00
CRI REC REC80	General	DAF	22/03/2021	receipt of offer on property, dis with realtor, call with legal counsel, leave message with RBC further details to follow	\$495.00	2.30	1,138.50
CRI REC REC80	General	MLN	22/03/2021	pay outstanding disbursement	\$250.00	0.40	100.00
CRI REC REC80	General	DAF	23/03/2021	various calls with legal team to discuss changes to offer, calls with realtor to advise of changes we want to make, make changes to offer and send back to realtor, review of 2nd offer from Cushman and discuss same with realtor as we are on signback and cannot deal with it	\$495.00	4.60	2,277.00
CRI REC REC80	General	DAF	24/03/2021	various dis. with legal and realtor and accept conditional offer, forward details to RBC and communicate by email status of deal	\$495.00	3.60	1,782.00
CRI REC REC80	General	DAF	25/03/2021	dis with realtor and legal counsel regarding offer due diligence and other offers still coming in	\$495.00	0.80	396.00
CRI REC REC80	General	MLN	25/03/2021	pay outstanding disbursements; creditor query	\$250.00	1.25	312.50
CRI REC REC80	General	DAF	29/03/2021	discussion with realtor on status us purchaser and work being done during	\$495.00	0.60	297.00
CRI REC REC80	General	DAF	31/03/2021	calls	\$495.00	0.70	346.50

Billing Worksheet

Primary Partner - Client Code

Filters Used:

- Time Expense Date: 1970-01-01 to 2021-03-31
- Engagement ID: 1308706:01 to 1308706:01

Primary Partner: Filice, David (DAF)

Employee Summary

REC Totals:	61.75	29,280.00
Unique Restoration Inc.	61.75	29,280.00
Filice, David (DAF)	56.50	27,967.50
Niva, Minna (MLN)	5.25	1,312.50
Total Net Wfp	61.75	29,280.00
Fuller Landau LLP		

Primary Partner Filice, David Totals:

WIP	Progress	Net WIP
\$29,280.00	\$0.00	\$29,280.00

Grand Totals:

WIP	Progress	Net WIP
\$29,280.00	\$0.00	\$29,280.00

INVOICE**Fuller
Landau**

Unique Restoration Inc.
The Fuller Landau Group Inc.
151 Bloor Street W
12th floor
Toronto, ON M5S 1S4

Invoice No. 148988
Client No. 1308706:01-DAF

April 30, 2021

FOR PROFESSIONAL SERVICES RENDERED:

With respect to our appointment as Court Appointed Receiver of Unique Restoration Inc. for the period April 1, 2021 to April 30, 2021 as set out in the attached time dockets.

OUR STANDARD FEE

D. Filice - 27.40 hrs. @ \$495.00/hr.
M. Niva - 1.25 hrs. @ \$250.00/hr.
K. Reagan - 0.15 hrs @ \$170.00/hr.

Our fee	\$	13,901.00
Disbursements.....		315.32
Subtotal		14,216.32
HST		1,848.12
BALANCE DUE	\$	16,064.44

Disbursements = Courier charges, Ascend licensing fee

HST Registration No. R130795669

Payment is due on receipt of account. Amount outstanding in excess of thirty days will be charged interest at 12% per annum until paid in full.

Please visit the Client Resources section on our website at www.fullerlp.com if you wish to pay your account by Visa or MasterCard

Please remit to:

The Fuller Landau Group Inc.
151 Bloor Street West, 12th floor
Toronto, Ontario M5S 1S4
T 416-645-6500
F 416-645-6501

fullerlp.com

Billing Worksheet

Primary Partner - Client Code

Filters Used: 1308706:01 to 1308706:01
- Engagement ID: 1308706:01 to 1308706:01

Primary Partner: Filice, David (DAF)

Master Clients: 1308706 - Unique Restoration Inc.
1308706:01 - Unique Restoration Inc. - DAF

Retainer Balance 0.00 WIP 14,216.32 Progress 0.00 Net WIP 14,216.32 AR Balance 67,875.14

WIP	Client	Code	Category	Date	Project	Ship Date	Memo	Rate	Hours	Amount
	Client		Couriers	01/04/2021	BLIZZARD COURIER	Mar 9	Ship Date: Mar 9	\$0.00		40.32
	Client		All Other Recoverable Expenses	28/04/2021	TRANSITION		Ascend licensing fee	\$0.00		275.00
							Client Totals:			315.32
	CRI	CBA	CBA53 Banking	08/04/2021	KER		Feb 2021 bank rec	\$170.00	0.15	25.50
	CRI	REC	REC80 General	01/04/2021	DAF		CBA Totals:		0.15	25.50
	CRI	REC	REC80 General	05/04/2021	DAF		site visit to ensure building inspections are ongoing	\$495.00	1.30	643.50
	CRI	REC	REC80 General	05/04/2021	DAF		dis. with realtor on status of purchaser's due diligence and timing to go firm on April 8	\$495.00	0.70	346.50
	CRI	REC	REC80 General	06/04/2021	DAF		call with Realtor to discuss status of conditional period	\$495.00	0.20	99.00
	CRI	REC	REC80 General	07/04/2021	DAF		various calls with realtor on request to extend conditional period by 24 hours and seek legal advice if we are fine in agreeing, review of amendment and sign off, update to RBC	\$495.00	1.90	940.50
	CRI	REC	REC80 General	09/04/2021	DAF		various discussions with realtors on waiver of conditions and their further requests, calls with legal re same, calls with RBC re their views, review of change wording for waiver, sign waiver after changes	\$495.00	5.20	2,574.00
	CRI	REC	REC80 General	12/04/2021	DAF		calls with realtor re trying to get the requisition date moved up and seeking this request from purchaser's lawyer, call with legal counsel to see when we can get into court to seek approval and to payout RBC	\$495.00	0.80	396.00
	CRI	REC	REC80 General	12/04/2021	MLN		review outstanding disbursement	\$250.00	0.15	37.50
	CRI	REC	REC80 General	13/04/2021	DAF		call with debtor's legal counsel and further discussion with our legal counsel on moving requisition date up so we can obtain court approval sooner, call with realtor re his requests from Hans Rizami	\$495.00	1.40	693.00
	CRI	REC	REC80 General	14/04/2021	DAF		dis. with realtor to schedule a call with purchaser's legal counsel	\$495.00	0.40	198.00
	CRI	REC	REC80 General	15/04/2021	DAF		review of emails	\$495.00	0.20	99.00

Fujler Landau LLP

Billing Worksheet

Primary Partner - Client Code

Filters Used:
- Engagement ID: 1308706:01 to 1308706:01

Primary Partner: Filice, David (DAF)

CRI REC	REC80	General	DAF	16/04/2021	call with purchaser's lawyer and amendment to P&S agreement move requisition date to April 30 from June 15, 2021	\$495.00	0.80	396.00
CRI REC	REC80	General	DAF	19/04/2021	email correspondence and selecting a court date for sale approval, forwarding same to RBC and their legal counsel	\$495.00	0.60	297.00
CRI REC	REC80	General	DAF	22/04/2021	review of files	\$495.00	0.20	99.00
CRI REC	REC80	General	DAF	23/04/2021	attend site for mail and walk around, review of mail and forward to Trustee under Proposal, call with realtor, call with prop. manager re o/s invoices to be rendered	\$495.00	1.90	940.50
CRI REC	REC80	General	DAF	26/04/2021	sort out utility invoices with Crowe Soberman and dis. with Crowe re contact info for utility companies to send us invoices	\$495.00	1.20	594.00
CRI REC	REC80	General	MLN	26/04/2021	follow up email to Alectra re set up receiver account	\$250.00	1.10	275.00
CRI REC	REC80	General	DAF	27/04/2021	dis. with realtor and getting ready to prep court report	\$495.00	0.60	297.00
CRI REC	REC80	General	DAF	29/04/2021	review of legal opinion on RBC security and email to legal counsel on queries and comments to make various changes, drafting report to court and dis. with legal on opinion of RBC security	\$495.00	5.20	2,574.00
CRI REC	REC80	General	DAF	30/04/2021	calls with realtor to provide update on prep. for court report, reach out to Trustee under NOI and S. Leblanc to seek their support for sale approval without being able to tell them the sale price	\$495.00	4.80	2,376.00
REC Totals:						28.65	28.80	13,875.50
Unique Restoration Inc.								14,216.32
Employee Summary								
Filice, David (DAF)						27.40		13,563.00
Niva, Mirna (MLN)						1.25		312.50
Regan, Karen (KER)						0.15		25.50
Total Net Wip						28.80		13,901.00

WIP

Progress

Net WIP

Primary Partner Filice, David Totals:

\$14,216.32

\$0.00

\$14,216.32

Billing Worksheet

Primary Partner - Client Code

Filters Used: 1308706:01 to 1308706:01
- Engagement ID:

	WIP	Progress	Net WIP
Grand Totals:	\$14,216.32	\$0.00	\$14,216.32

B E T W E E N

ROYAL BANK OF CANADA
Applicant

-and-

UNIQUE RESTORATION LTD., et al.
Respondents
Court File No. CV-21-006655331-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF DAVID FILICE
SWORN MAY 4, 2021**

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

Catherine Francis (LSO# 26900N)
cfrancis@mindengross.com
Tel: 416-369-4137

Lawyers for the Receiver,
The Fuller Landau Group Inc.

APPENDIX "G"

Court File No. CV-21-00655331-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

ROYAL BANK OF CANADA

Applicant

- and -

**UNIQUE RESTORATION LTD., JOHN KENNEDY, MONICA KENNEDY,
STEVEN LEBLANC AND LINDA LEBLANC**

Respondents

AFFIDAVIT OF KENNETH L. KALLISH
(sworn May 4, 2021)

I, **KENNETH L. KALLISH**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a partner with the law firm, Minden Gross LLP ("**Minden Gross**"), counsel to The Fuller Landau Group Inc. in its capacity as receiver, without security, of certain of the assets, undertakings and properties of Unique Restoration Ltd., being the real property known municipally as 1220 Matheson Boulevard East, Mississauga, Ontario and described legally in PIN 13294-0061 (LT) ("**Receiver**"), and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

2. The Receiver was appointed pursuant to the Order made by the Honourable Madam Justice Gilmore of the Ontario Superior Court of Justice on February 3, 3021.

3. Attached hereto as **Exhibit “A”** is a true copy of Minden Gross’ accounts dated April 14, 2021 and May 3, 2021 with respect to the fees and disbursements incurred by Minden Gross in relation to these receivership estates for the period of January 21, 2021 to April 29, 2021.

4. The accounts also include a chart which sets out the hourly billing rates of Minden Gross for the period of January 21, 2021 to April 29, 2021, in respect of the invoices rendered by Minden Gross to the Receiver.

5. I make this Affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of its counsel, Minden Gross.

SWORN by Kenneth L. Kallish of the City)
of Toronto, in the Province of Ontario,)
before me at the town of Ajax, in the)
Regional Municipality of Durham, on May)
4, 2021 in accordance with)
O. Reg. 431/20, Administering Oath or)
Declaration Remotely)

Karen Fox
Karen Fox (May 4, 2021 13:53 EDT)

Commissioner for Taking Affidavits
(or as may be)

ken kallish
ken kallish (May 4, 2021 13:50 EDT)

KENNETH L. KALLISH

#4707645 | 4122318

Karen Anne Fox, a Commissioner, etc.,
Province of Ontario, for Minden Gross LLP,
Barristers and Solicitors.
Expires December 18, 2023.



This is Exhibit “A” referred to in the
 affidavit of KENNETH L. KALLISH
 sworn before me, by video conference
 this 4th day of MAY 20 21

Karen Fox
 Karen Fox (May 4, 2021 13:53 EDT)

A COMMISSIONER FOR TAKING AFFIDAVITS

Karen Anne Fox, a Commissioner, etc.,
 Province of Ontario, for Minden Gross LLP,
 Barristers and Solicitors.
 Expires December 18, 2023.

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

In Account
 With
 Date 14-Apr-2021
 Invoice Number 3004802
 GST/HST Reg. # 11943 7556 RT
 File Number 4122318

PERSONAL AND CONFIDENTIAL

The Fuller Landau Group Inc.
 151 Bloor Street West
 12th Floor
 Toronto, ON M5S 1S4
 Attn: David Filice

RE: Unique Restoration Ltd. (Receivership)

For professional services:

		Currency: CAD
Our Fees		21,572.00
GST/HST:		2,804.36
Total Fees and GST/HST:		<u>24,376.36</u>
Disbursements	331.94	
GST/HST on taxable disbursements:	34.66	
Total disbursements and GST/HST:	<u>366.60</u>	366.60
Total Amount Due		<u>\$24,742.96</u>



Invoice Date: 14-Apr-2021
 Invoice Number: 3004802
 Matter Number: 4122318

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>
01/21/2021	Kallish, Kenneth L.	Review RBC application record;
02/01/2021	Skorbinski, Stephen	Reviewed order appointing receiver; conducted review of CASL legislation and receivership orders;
02/01/2021	Kallish, Kenneth L.	Review draft appointment Order and comments from debtor's counsel and email correspondence with RBC counsel re same;
02/02/2021	Kallish, Kenneth L.	Email correspondence re appointment Order terms and review First Report of Proposal Trustee;
02/03/2021	Skorbinski, Stephen	Reviewed order appointing receiver;
02/03/2021	Kallish, Kenneth L.	Email correspondence with RBC counsel and Receiver re appointment Order; receive from debtor's counsel offer to purchase - review same and forward to Receiver; email correspondence with listing agent; email correspondence with Receiver re preliminary steps;
02/04/2021	Skorbinski, Stephen	Reviewed agreement of purchase and sale re: 1220 Matheson Blvd;
02/04/2021	Kallish, Kenneth L.	Review listing agreement and conference call with Receiver, RBC and counsel; email correspondence and telephone conference with real estate agent and Receiver re background, sale efforts and condition of property; telephone conference with Receiver re go forward issues;
02/04/2021	Skorbinski, Stephen	Conference call with each of the receiver and Royal Bank of Canada; telephone call with K. Kallish re: security opinion
02/05/2021	Pearlstein, Steven	prepare Acknowledgment and Application to Register Receiving Order;
02/05/2021	Kallish, Kenneth L.	Review Phase 1 and Building Condition Report and telephone conference and email correspondence with Receiver re same; telephone conference with S. Pearlstein re listing agreement; email correspondence with agent to advise of Receiver position re listing agreement and email correspondence with listing agent requesting sale efforts to cease and signs removed;
02/05/2021	Fox, Karen A.	Receive instructions and conduct property search for 1220 Mattheson Boulevard East, Mississauga, pull parcel register and provide to T. Hachey; receive instructions and pulling several instruments from title; provide to T. Hachey;
02/08/2021	Kallish, Kenneth L.	Email correspondence with real estate agent and borrower's counsel re proposed discussions with J. Kennedy and email correspondence with Receiver re same;
02/08/2021	Skorbinski, Stephen	Draft security opinion re: RBC security;
02/09/2021	Pearlstein, Steven	email to Fuller for execution of Application to Register Court Order;
02/09/2021	Kallish, Kenneth L.	Email correspondence with Borrower's counsel re call with Mr. Kennedy; email correspondence with real estate agent; consider realty tax certificate and email correspondence with Receiver re same;
02/09/2021	Skorbinski, Stephen	Reviewed application record of RBC and security contained therein; draft security opinion re: RBC security;
02/10/2021	Kallish, Kenneth L.	Email correspondence re registration of appointment Order on title; conference call with Receiver, John Kennedy and counsel re sale efforts and building condition; telephone conference with Receiver re outstanding issues;
02/10/2021	Pearlstein, Steven	receive and register Receiving Order;
02/10/2021	Skorbinski, Stephen	Reviewed security package provided by RBC, draft security opinion re: same;
02/11/2021	Kallish, Kenneth L.	Email correspondence with borrower's counsel re Phase 2 report;



Invoice Date: 14-Apr-2021
 Invoice Number: 3004802
 Matter Number: 4122318

<u>Date</u>	<u>Name</u>	<u>Description</u>
02/12/2021	Skorbinski, Stephen	Telephone call with S. Pearlstein and K. Kallish re: parcel register; draft letter to counsel for VGNA Holdings Inc. and Claudio and Rosanna Bevilacqua;
02/12/2021	Kallish, Kenneth L.	Review BIA section 245/246 notice; meeting with S. Pearlstein to review assignments of second mortgage and issues for Receiver consideration; email correspondence re prior Phase 2 report and email correspondence with Receiver re same;
02/12/2021	Pearlstein, Steven	conference with Kallish re Mortgage of the Mortgage;
02/15/2021	Kallish, Kenneth L.	Consider letters to counsel for VGNA and Bevilacqua;
02/16/2021	Skorbinski, Stephen	Amended draft letters to counsel to VGNA and Bevilacquas re: transfers of charge;
02/16/2021	Kallish, Kenneth L.	Email correspondence with Receiver re building condition;
02/16/2021	Skorbinski, Stephen	Further amended draft letters to counsel to VGNA and Bevilacquas re: transfers of charge;
02/17/2021	Kallish, Kenneth L.	Consider email correspondence from Receiver re removal of storage bin and prior environmental reports; telephone conference with David re same; finalize and forward letters to counsel to VGNA and Bevilacqua;
02/17/2021	Skorbinski, Stephen	Drafted security opinion;
02/19/2021	Kallish, Kenneth L.	Review documents from counsel for Bevilacqua and email correspondence with counsel re same;
02/22/2021	Skorbinski, Stephen	Reviewed documentation provided by counsel to Claudio and Rosanaa Bevilacqua; drafted memo to client re: same;
02/26/2021	Kallish, Kenneth L.	Email correspondence with Receiver re environmental report;
03/02/2021	Kallish, Kenneth L.	Telephone conference with David re Phase 1 report and next steps and review report;
03/04/2021	Kallish, Kenneth L.	Consider email correspondence exchange between borrower's counsel and Receiver re potential purchaser;
03/10/2021	Kallish, Kenneth L.	Review motion record of Debtor re BIA stay extension request and email correspondence with Receiver re same;
03/11/2021	Pearlstein, Steven	email from Ken and David; review draft Schedule for APS;
03/11/2021	Kallish, Kenneth L.	Telephone conference with Receiver re bin removal and garbage dump on property, status re retaining sales agent and schedule to Agreement of Purchase and Sale;
03/12/2021	Pearlstein, Steven	receive and review Listing Agreement; telephone call with Filice;
03/15/2021	Kallish, Kenneth L.	Review email correspondence between Receiver and Royal Disposal - draft letter to them and forward same to Receiver for comment; telephone conference with Steven re listing agreement and schedule to APS and email correspondence with Receiver re same;
03/15/2021	Pearlstein, Steven	conference call with Kallish;
03/15/2021	Pearlstein, Steven	mark up Listing Agreement; email to Filice with comments;
03/16/2021	Pearlstein, Steven	prepare draft Schedule to APS;
03/16/2021	Pearlstein, Steven	email from and to Felice with revised Schedule to APS
03/16/2021	Pearlstein, Steven	email from and to Felice; review and amend OREA form;



Invoice Date: 14-Apr-2021
 Invoice Number: 3004802
 Matter Number: 4122318

<u>Date</u>	<u>Name</u>	<u>Description</u>
03/16/2021	Kallish, Kenneth L.	Review proposed schedule to APS and provide comments; emails correspondence re listing agreement; finalize letter to Royal Disposal; telephone conference with counsel for third mortgagee and email correspondence to counsel to second mortgagee;
03/17/2021	Kallish, Kenneth L.	Consider revisions to OREA APS form and Schedule A, and email correspondence with Receiver re same;
03/22/2021	Pearlstein, Steven	email from Fuiller Landau with offer; review Offer; email to Fuller Landau with recommended revisions to offer;
03/22/2021	Kallish, Kenneth L.	Telephone conference with Stephen re opinion letter on RBC security and telephone conference with David re offer received for Matheson property;
03/22/2021	Skorbinski, Stephen	Draft security opinion; telephone call with K. Kallish re: security opinion;
03/23/2021	Kallish, Kenneth L.	Review offer and telephone conference with David re same;
03/25/2021	Kallish, Kenneth L.	Email correspondence re new offers received;

Timekeeper Summary

<u>Name</u>	<u>Timekeeper Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Fox, Karen A.	Clerk	0.20	210.00	42.00
Kallish, Kenneth L.	Equity Partner	24.90	575.00	14,317.50
Pearlstein, Steven	Equity Partner	7.50	575.00	4,312.50
Skorbinski, Stephen	Associate	11.60	250.00	2,900.00
Total		44.20		\$21,572.00

Cost Summary

<u>Description</u>	<u>Amount</u>
Certificate - Realty Tax	55.00
Deliveries	30.04
Photocopy/Document Impression	11.00
Postage Charges/Registered Mail	15.97
Register Charge - Non Taxable	65.30
Registration Service Fees (Teraview)	10.90
Search Corporate - Profile Report	82.17
Subsearch Disbursements	52.05
Telephone Long Distance Charges	9.51
Total	\$331.94



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

The Fuller Landau Group Inc.
 151 Bloor Street West
 12th Floor
 Toronto, ON M5S 1S4
 Attn: David Filice

In Account
 With
 Date 14-Apr-2021
 Invoice Number 3004802
 GST/HST Reg. # 11943 7556 RT
 File Number 4122318

REMITTANCE COPY

Unique Restoration Ltd. (Receivership)

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
04/14/2021	3004802	\$24,742.96
Balance Due		\$24,742.96

REMITTANCE ADVICE

Canadian Dollar EFT and Wire Payments:

Royal Bank of Canada
 200 Bay Street
 Toronto, Ontario M5J 2J2
 Bank No: 003
 Transit No: 06012
 Account No: 1022276
 SWIFT Code: ROYCCAT2
 Beneficiary: Minden Gross LLP

Cheque Payments:

Minden Gross LLP
 Barristers & Solicitors
 ACCOUNTS RECEIVABLE
 145 King Street West, Suite 2200
 Toronto, ON, Canada, M5H 4G2

Please return remittance advice(s) with cheque.

*Email Wire payment details to
payments@mindengross.com referencing
 invoice number(s) being paid*

*For inquiries or credit card payments, please contact:
 Clare West (416) 369-4328 / E-mail: cwest@mindengross.com*



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

IN ACCOUNT WITH

DATE 3-May-2021
 INVOICE NUMBER 3005254
 GST/HST REG. # 11943 7556 RT
 FILE NUMBER 4122318

PERSONAL AND CONFIDENTIAL

The Fuller Landau Group Inc.
 151 Bloor Street West
 12th Floor
 Toronto, ON M5S 1S4
 Attention: David Filice

RE: Unique Restoration Ltd. (Receivership)

For professional services:

		Currency: CAD
Our Fees		5,714.50
GST/HST:		742.89
Total Fees and GST/HST:		<u>6,457.39</u>
Disbursements	141.61	
GST/HST on taxable disbursements:	18.41	
Total disbursements and GST/HST:	<u>160.02</u>	160.02
Total Amount Due		<u><u>\$6,617.41</u></u>



Invoice Date: 3-May-2021
 Invoice Number: 3005254
 Matter Number: 4122318

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>
04/07/2021	Pearlstein, Steven	email and telephone call with David; review Amendment;
04/07/2021	Kallish, Kenneth L.	Email correspondence with Receiver re extension of conditional period and email correspondence with Borrower's counsel re status of sale efforts;
04/09/2021	Pearlstein, Steven	email and telephone call with David; review and revise Amending Agreement; email to and from Kallish and David;
04/09/2021	Kallish, Kenneth L.	Email correspondence re sale agreement and closing extension;
04/12/2021	Kallish, Kenneth L.	Telephone conference with Receiver re timing of closing and requisition date;
04/13/2021	Kallish, Kenneth L.	Telephone conference with counsel for Borrower and Receiver re sales status; telephone conference with David and Catherine re Approval and Vesting Order motion and Receiver Report;
04/13/2021	Francis, Catherine	Attend meeting with Receiver re sale approval motion;
04/15/2021	Kallish, Kenneth L.	Telephone conference with Catherine re background;
04/15/2021	Francis, Catherine	Brief discussions with Receiver re background and proposed sale approval motion;
04/16/2021	Pearlstein, Steven	email from Fuller Landau re amendment to move Requisition Date and Court application date;
04/16/2021	Kallish, Kenneth L.	Email correspondence re APS amendment to accelerate requisition date and review APS amendment;
04/16/2021	Francis, Catherine	Correspondence with Receiver; review Application Record, correspondence to court re availability dates; correspondence from Sanj Mitra and court; arrange date, advise Receiver;
04/19/2021	Fox, Karen A.	Receive instructions, prepare draft Commercial List Request Form re approval and vesting Order, provide to C. Francis; finalize and submit to court; receive confirmation of hearing for May 14, 2021;
04/19/2021	Francis, Catherine	Prepare/send in Request Form; obtain approval; correspondence with Receiver re same;
04/19/2021	Skorbinski, Stephen	Finalized security opinion;
04/20/2021	Kallish, Kenneth L.	Telephone conference with Stephen re security opinion;
04/20/2021	Skorbinski, Stephen	Telephone call with K. Kallish re: security opinion;
04/21/2021	Kallish, Kenneth L.	Telephone conference with Stephen re security opinion;
04/26/2021	Skorbinski, Stephen	Reviewed PPSA search results against form names of Unique Restoration Ltd.; telephone call with K. Kallish re: security opinion
04/26/2021	Kallish, Kenneth L.	Review PPSA search results of prior names and telephone conference with Stephen re amendments to security opinion;
04/28/2021	Kallish, Kenneth L.	Review security opinion and telephone conference with Stephen re same;
04/29/2021	Kallish, Kenneth L.	Finalize security opinion and email correspondence and telephone conference with Receiver re same;
04/29/2021	Francis, Catherine	Brief conference with Receiver and set up zoom hearing;



Invoice Date: 3-May-2021
 Invoice Number: 3005254
 Matter Number: 4122318

Timekeeper Summary

<u>Name</u>	<u>Timekeeper Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Fox, Karen A.	Clerk	0.20	210.00	42.00
Francis, Catherine	Equity Partner	1.40	575.00	805.00
Kallish, Kenneth L.	Equity Partner	5.80	575.00	3,335.00
Pearlstein, Steven	Equity Partner	2.10	575.00	1,207.50
Skorbinski, Stephen	Associate	1.30	250.00	325.00
Total		10.80		\$5,714.50

Cost Summary

<u>Description</u>	<u>Amount</u>
Search Corporate - Profile Report	54.78
Search PPSA	85.92
Telephone Long Distance Charges	0.91
Total	\$141.61



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

The Fuller Landau Group Inc.
 151 Bloor Street West
 12th Floor
 Toronto, ON M5S 1S4
 Attention: David Filice

IN ACCOUNT WITH
 DATE 3-May-2021
 INVOICE NUMBER 3005254
 GST/HST REG. # 11943 7556 RT
 FILE NUMBER 4122318

REMITTANCE COPY

Unique Restoration Ltd. (Receivership)

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
05/03/2021	3005254	\$6,617.41
Balance Due		\$6,617.41

REMITTANCE ADVICE

Canadian Dollar EFT and Wire Payments:

Royal Bank of Canada
 200 Bay Street
 Toronto, Ontario M5J 2J2
 Bank No: 003
 Transit No: 06012
 Account No: 1022276
 SWIFT Code: ROYCCAT2
 Beneficiary: Minden Gross LLP

Cheque Payments:

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BETWEEN

ROYAL BANK OF CANADA
Applicant

-and-

UNIQUE RESTORATION LTD., et al.
Respondents
Court File No. CV-21-00655331-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF KENNETH L. KALLISH
SWORN MAY 4, 2021**

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Court File No. CV-21-00655331-00CL

**ONTARIO
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BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

**UNIQUE RESTORATION LTD., JOHN KENNEDY, MONICA KENNEDY, STEVEN
LEBLANC AND LINDA LEBLANC**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R. S. C. 1985, c. B-3, AS
AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R. S. O. 1990, c. C. 43, AS AMENDED**

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BETWEEN

ROYAL BANK OF CANADA
Applicant

-and-

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Respondents
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