

**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

**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**

**APPLICATION RECORD  
(Returnable February 3, 2021)**

January 21, 2021

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*Lawyers for Royal Bank of Canada*

**TO: SEE ATTACHED SERVICE LIST**

# INDEX

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

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

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**TAB 1**

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

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

BETWEEN:

**ROYAL BANK OF CANADA**

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- and -

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**NOTICE OF APPLICATION**

**TO THE RESPONDENTS**

**A LEGAL PROCEEDING HAS BEEN COMMENCED** by the Applicant. The claim made by the Applicant appears on the following page.

**THIS APPLICATION** will come on for a hearing before a judge presiding over the Commercial List on February 3, 2021 at 11:00 a.m. or as soon after that time as the matter can be heard, by judicial videoconference due to the COVID-19 emergency via Zoom coordinates to be circulated.

**IF YOU WISH TO OPPOSE THIS APPLICATION**, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

**IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES**



**ON THE APPLICATION**, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant’s lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

**IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

Date: January <sup>21</sup>~~20~~, 2021

Issued by Christina Irwin  
Local registrar

Digitally signed by Christina Irwin  
DN: cn=Christina Irwin, o=Ministry  
of the Attorney General,  
ou=Superior Court of Justice,  
email=christina.irwin@ontario.ca,  
c=CA  
Date: 2021.01.21 14:19:40 -05'00'

Address of  
court office: 330 University Avenue, 9th floor  
Toronto, Ontario  
M5G 1R7

**TO: THE ATTACHED SERVICE LIST**

**APPLICATION****THE APPLICANT, ROYAL BANK OF CANADA (“RBC”), MAKES APPLICATION FOR:**

- a) an order substantially in the form of the draft order attached at Tab “2” of its application record, among other things:
  - i) if necessary, abridging the time for service and filing of this notice of application and the application record or, in the alternative, dispensing with and/or validating service of same;
  - ii) 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 the 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**”);
- b) judgment against John Kennedy, Monica Kennedy, Steven Leblanc and Linda Leblanc (collectively, the “**Guarantors**”) substantially in the form of the draft judgment attached at Tab “4” of its application record; and
- c) such further and other relief as is just.

**THE GROUNDS FOR THE APPLICATION ARE:**

- a) the Debtor is a privately-owned Ontario corporation based in Mississauga, Ontario;
- b) Unique Restoration Ltd. (“**Unique**”) and 2039638 Ontario Inc. (“**203**”) amalgamated on March 1, 2020 and continued to operate as the Debtor;



- c) the Debtor is indebted directly to RBC in connection with certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of:
- i) the letter credit agreement between RBC and Unique dated as of January 22, 2020 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the “**Unique Credit Agreement**”);
  - ii) a letter credit agreement between RBC and 203 dated as of January 20, 2020 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time and together with the Unique Credit Agreement, the “**Credit Agreements**”).
- d) in their personal capacities, the Guarantors each guaranteed the obligations of Unique to RBC pursuant to written guarantees dated August 12, 2005, given in connection with the Unique Credit Agreement (the “**Unique Guarantees**”);
- e) in their personal capacities, the Guarantors each guaranteed the obligations of the 203 to RBC on a joint and several basis, and in the limited principal amount of \$475,000, pursuant to written guarantees dated December 20, 2012, given in connection with the 203 Credit Agreement (the “**203 Guarantees**” and, together with Unique Guarantees, the “**Guarantees**”);
- f) as security for its obligations to RBC under the Credit Agreement, the Debtor provided security in favour of the Lender (collectively, the “**Security**”), including, without limitation:
- i) a general security agreement, registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario);
  - ii) a collateral mortgage in the amount of \$3,600,000 and an assignment of rents over the Premises in favour of RBC, registration in respect of which was duly made with the Peel Land Registry (#43) Land Registry Office.

- g) as set out in the affidavit of Robert Fick (the “**Fick Affidavit**”), one or more default has occurred under the Credit Agreement;
- h) in accordance with its rights under the Credit Agreement, RBC made formal written demand on the Debtor for payment of its indebtedness to RBC by a letter dated March 26, 2020, and a Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) was also addressed to the Debtor and accompanied the demand (the “**Debtor Demand**”);
- i) in accordance with its rights under the Guarantees, RBC made formal written demand on each of the Guarantors for payment of their respective indebtedness to RBC by letters dated March 26, 2020 in respect of the Unique Guarantees and April 6, 2020 in respect of the 203 Guarantees (“**Guarantee Demands**” and together with the Debtor Demand, the “**Demands**”).
- j) following the issuance of the Demands, RBC, the Debtor, and the Guarantors entered into a forbearance agreement dated June 4, 2020 (the “**Forbearance Agreement**”), pursuant to which RBC agreed to forbear from enforcing on the Security subject to certain terms and conditions contained therein to permit the Debtor additional time to indefeasibly repay amounts owed to RBC;
- k) RBC and the Debtor, among others, entered into a forbearance extension agreement dated October 13, 2020 (together with the Forbearance Agreement, the “**Forbearance Agreements**”) pursuant to which RBC agreed to continue to forbear from enforcing on the Security subject to certain terms and conditions contained therein;
- l) as a term of the Forbearance Agreement, the Debtor executed a consent to the immediate private or court-appointment of an interim receiver, receiver or receiver and manager (the “**Receivership Consent**”), which was to be held in escrow by RBC’s counsel, Aird & Berlis LLP, and used in the event of the termination, expiration or non-commencement of the Forbearance Period (as defined in the Forbearance Agreement) if the Lender was not indefeasibly repaid in full;

- m) the Debtor failed to repay its indebtedness to RBC by the end of the Forbearance Period (as defined in the Forbearance Agreement);
- n) the Debtor has filed an notice of intention to make a proposal under the Bankruptcy and Insolvency Act, however, RBC is not stayed by such filing;
- o) the Debtor is insolvent and unable to fulfill its obligations to RBC and other stakeholders;
- p) the Debtor has consented to the appointment of a receiver;
- q) a receiver is necessary for the protection of the Property, the interests of RBC and other stakeholders;
- r) in the circumstances, it is just and equitable that a receiver be appointed;
- s) Fuller Landau is a licensed insolvency trustee and is familiar with the Debtor and its arrangements with RBC;
- t) Fuller Landau has consented to being appointed as the Receiver;
- u) Despite delivery of the Guarantee Demands, the Guarantors have failed to honour their payment obligations under the Guarantees;
- v) the other grounds set out in the Fick Affidavit;
- w) subsection 243(1) of the BIA;
- x) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- y) rules 1.04, 2.03, 3.02 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- z) such further grounds as are required and this Court may permit

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

- a) the Fick Affidavit; and
- b) such other material as is required and this Court may permit.

21  
January ~~20~~, 2021

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*Lawyers for Royal Bank of Canada*

**ROYAL BANK OF CANADA**

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**UNIQUE RESTORATION LTD. ET AL.**

Respondents

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

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

**Proceedings commenced at Toronto**

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**NOTICE OF APPLICATION**

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*Lawyers for Royal Bank of Canada*

**TAB 2**

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 -

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**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 <\*>:

### **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.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. 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.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's

possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon

application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtor, 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**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence

or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the 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**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

14. THIS COURT ORDERS that 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**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation,

enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act* or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in



priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

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

23. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **SERVICE AND NOTICE**

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/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: <\*>.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the 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**

28. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid

by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

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**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. 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 <\*> day of <\*>, 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.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 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

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

**Proceedings commenced at Toronto**

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**ORDER  
(appointing Receiver)**

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**AIRD & BERLIS LLP**  
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*Lawyers for Royal Bank of Canada*

**TAB 3**



Revised: January 21, 2014  
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

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

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL LIST)**

THE HONOURABLE MADAM ) WEDNESDAY, THE 3RD  
JUSTICE GILMORE ) DAY OF 20FEBRUARY, 2021

ROYAL BANK OF CANADA

**PLAINTIFF<sup>1</sup>**

Plaintiff

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Applicant

- and -

**DEFENDANT**

Defendant


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<sup>1</sup> The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

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**ORDER**  
**(appointing Receiver)**

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~<sup>2</sup>Applicant for an Order, pursuant to ~~section~~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 ~~[RECEIVER'S NAME]~~The Fuller Landau Group Inc. ("Fuller Landau") as receiver ~~[and manager]~~—(in such ~~capacities~~capacity, the "Receiver"), without security, of ~~all of the~~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 [DEBTOR'S NAME] (the "Debtor") acquired for, located at, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario 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 ~~[NAME]~~Robert Fick sworn ~~[DATE]~~January 21, 2021, and the ~~Exhibits~~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 ~~[NAMES]~~the Applicant and such other counsel as were present, no one appearing for ~~[NAME]~~any other stakeholder, although duly served as appears from the affidavit of service of ~~[NAME]~~Christine Doyle sworn ~~[DATE]~~ and on reading the consent of [RECEIVER'S NAME] to act as the Receiver, 

**SERVICE**

<sup>2</sup>~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

1. THIS COURT ORDERS that the time for service of the ~~Notice~~notice of ~~Motion~~application and the ~~Motion~~application record is hereby abridged and validated<sup>3</sup> so that this ~~motion~~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, ~~[RECEIVER'S NAME]~~Fuller Landau is hereby appointed Receiver, without security, of ~~all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "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

<sup>3</sup> ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

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.<sup>4</sup> The authority hereby

<sup>4</sup> ~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

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*, ~~f~~or section 31 of the Ontario *Mortgages Act*, as the case may be,<sup>5</sup> shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

- (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;

<sup>5</sup> ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (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.

**DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. 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.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

#### NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY



9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtor, 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**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the 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**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

14. THIS COURT ORDERS that ~~all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on~~this Order does not change the status of the Debtor's ~~behalf, may terminate the employment of such~~ employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### **PIPEDA AND CASL**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS)*.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

17. ~~16.~~ THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. ~~17.~~ 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**

19. ~~18.~~ 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.<sup>6</sup>

20. ~~19.~~ THIS COURT ORDERS that the Receiver and its legal counsel shall pass ~~its~~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.

21. ~~20.~~ 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**

<sup>6</sup>~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

22. ~~21.~~ 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.

23. ~~22.~~ THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. ~~23.~~ THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

25. ~~24.~~ THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

## **SERVICE AND NOTICE**

26. ~~25.~~ THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the ~~"Protocol"~~) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at ~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>~~<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 ~~of Civil Procedure~~. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ~~<@\*>~~.

27. ~~26.~~ 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**

28. ~~27.~~ THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

31. ~~30.~~ THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. ~~31.~~ THIS COURT ORDERS that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~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.

33. ~~32.~~ 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.

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DOCSTOR: 17717428

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that ~~{RECEIVER'S NAME}~~The Fuller Landau Group Inc., the receiver (the "Receiver"), without security, of certain of the assets, undertakings and properties ~~{DEBTOR'S NAME}~~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 ~~a business carried on by~~ the ~~Debtor~~Premises, including all proceeds thereof (~~collectively~~together with the Premises, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the     day of    , 202021 (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.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the        day of each month] after the date hereof at a notional rate per annum equal to the rate of        per cent above the prime commercial lending rate of Bank of                      from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

~~[RECEIVER'S NAME]~~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

- and -

UNIQUE RESTORATION LTD. ET AL.

Applicant

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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Lawyers for Royal Bank of Canada

**TAB 4**

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**

**JUDGMENT**

**THIS APPLICATION**, made by the applicant, Royal Bank of Canada, on consent, for Judgment against respondents John Kennedy, Monica Kennedy, Steven Leblanc and Linda Leblanc, was heard this day at Toronto, Ontario.

**ON READING THE CONSENT** signed by John Kennedy, Monica Kennedy, Steven Leblanc and Linda Leblanc, and upon hearing the submissions of counsel for the Applicant:

1. **THIS COURT ORDERS AND ADJUDGES** that the respondents John Kennedy and Monica Kennedy jointly and severally pay to the applicant, Royal Bank of Canada, the sum of

\$475,000.00, forthwith, together with interest thereon at the Prime Rate plus ninth tenths of a percentage point (0.9 percentage points) *per annum* from the 26th day of March, 2020 until the date of payment in full.

2. **THIS COURT ORDERS AND ADJUDGES** that the respondents Steven Leblanc and Linda Leblanc jointly and severally pay to the applicant, Royal Bank of Canada, the sum of \$475,000.00, forthwith, together with interest thereon at the Prime Rate ninth tenths of a percentage point (0.9 percentage points) *per annum* from the 26th day of March, 2020 until the date of payment in full.

3. **THIS COURT ORDERS AND ADJUDGES** that the respondents John Kennedy and Monica Kennedy jointly and severally pay to the applicant, Royal Bank of Canada, the sum of \$475,000.00, forthwith, together with interest thereon at the Prime Rate plus five percentage points (5 percentage points) *per annum* from the 6th day of April, 2020 until the date of payment in full.

4. **THIS COURT ORDERS AND ADJUDGES** that the respondents Steven Leblanc and Linda Leblanc jointly and severally pay to the applicant, Royal Bank of Canada, the sum of \$475,000.00, forthwith, together with interest thereon at the Prime Rate plus five percentage points (5 percentage points) *per annum* from the 6th day of April, 2020 until the date of payment in full.

5. **THIS COURT ORDERS AND ADJUDGES** that the costs of this application are fixed on a full indemnity scale in the amount of \$<\*> and are payable forthwith, jointly and severally, by the respondents, John Kennedy, Monica Kennedy, Steven Leblanc and Linda Leblanc, to the applicant, Royal Bank of Canada.

6. This Judgment bears interest on the sum of \$ \_\_\_\_\_ for costs at the rate of \_\_\_\_\_% *per annum*, commencing on its date.

\_\_\_\_\_



**ROYAL BANK OF CANADA**

Applicant

- and -

**UNIQUE RESTORATION LTD. ET AL.**

Respondents

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

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

**Proceedings commenced at Toronto**

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**JUDGMENT**

---

**AIRD & BERLIS LLP**  
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Toronto, ON M5J 2T9

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*Lawyers for Royal Bank of Canada*

**TAB 5**

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

**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**

**AFFIDAVIT OF ROBERT FICK  
(Sworn January 21, 2021)**

I, **ROBERT FICK**, of the Town of Hastings, in the Province of Ontario, **MAKE OATH  
AND SAY AS FOLLOWS:**

1. I am a Manager in the Special Loans & Advisory Services Department (the “**Special Loans Group**”) of Royal Bank of Canada (“**RBC**”). RBC is a secured creditor of Unique Restoration Ltd. (the “**Debtor**”), the respondent herein, and I am responsible for management of the Debtor’s accounts and credit facilities with RBC. As such, I have personal knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

## PURPOSE

2. I am swearing this “**Affidavit**” in support of an application by RBC for an order, amongst other things, 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 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**”).

## DESCRIPTION OF THE DEBTOR AND ITS BUSINESS

3. The Debtor is a privately-owned Ontario corporation, amalgamated on March 1, 2020. The Debtor’s corporate profile report is attached as **Exhibit “A”** to this Affidavit.

4. The Debtor’s corporate profile report indicates that its registered and mailing offices are located at the address municipally known as 1220 Matheson Boulevard East, in Mississauga, Ontario. The Debtor’s corporate profile reports further indicates that John Kennedy (“**John**”), Steven Leblanc (“**Steven**”) and Martin Williams are the Debtor’s sole directors, and that John and Steven are the Debtor’s sole officers.

5. According to the Debtor’s website, a copy of which is attached as **Exhibit “B”** to this Affidavit, the Debtor is a building maintenance and restoration company servicing the multi-unit residential, commercial and institutional sectors within the provinces of Ontario and British Columbia.

## **RBC'S LOANS TO THE DEBTOR AND RELATED SECURITY**

6. Unique Restoration Ltd. ("**Unique**") and 2039638 Ontario Inc. ("**203**") amalgamated on March 1, 2020 and continued to operate as the Debtor.

7. The Debtor is directly indebted to RBC in connection with certain credit facilities made available by RBC to the Debtor pursuant to and under the terms of a letter credit agreement between RBC and Unique dated as of January 22, 2020 (the "**Unique Credit Agreement**") and a letter credit agreement between RBC and 203 dated as of January 20, 2020 (the "**203 Credit Agreement**") and, together with the Unique Credit Agreement, the "**Credit Agreements**"). Copies of the Unique Credit Agreement and the 203 Credit Agreement are attached respectively as **Exhibit "C"** and **Exhibit "D"** to this Affidavit.

8. In their personal capacities, John and Monica Kennedy ("**Monica**") and Steven and Linda Leblanc ("**Linda**" and, together with John, Monica and Steven, the "**Guarantors**") each guaranteed the obligations of Unique to RBC pursuant to written guarantees dated August 12, 2005, given in connection with the Unique Credit Agreement (the "**Unique Guarantees**"). The Unique Guarantee given on a joint and several basis by John and Monica is in the limited principal amount of \$475,000, as is the Unique Guarantee given on a joint and several basis by Steven and Linda. Copies of the Unique Guarantees are attached respectively as **Exhibit "E"** to this Affidavit.

9. In their personal capacities, the Guarantors each guaranteed the obligations of the 203 to RBC on a joint and several basis, and in the limited principal amount of \$475,000, pursuant to written guarantees dated December 20, 2012, given in connection with the 203 Credit Agreement (the "**203 Guarantees**" and, together with Unique Guarantees, the "**Guarantees**"). The 203 Guarantee given on a joint and several basis by John and Monica is in the limited principal amount

of \$475,000, as is the 203 Guarantee given on a joint and several basis by Steven and Linda. Copies of the 203 Guarantees are attached respectively as **Exhibit “F”** to this Affidavit.

10. As security for its obligations to RBC, including, without limitation, its obligations under the Credit Agreements, the Debtor provided security in favour of RBC (collectively, the “**Security**”), including, without limitation:

- (a) the general security agreements attached as **Exhibit “G”** to this Affidavit, registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”);
- (b) a collateral mortgage in the amount of \$3,600,000 and an assignment of rents over the Premises in favour of RBC (the “**Real Property Security**”) attached as **Exhibit “H”** to this Affidavit, registration in respect of which was duly made with the Peel Land Registry (#43) Land Registry Office.

#### **THE OTHER SECURED CREDITORS**

11. A copy of the PPSA search results for the Debtor with currency to January 7, 2021, together with a copy of the PPSA certified search results with currency to January 7, 2021, and the *Personal Property Security Act* (British Columbia) search results for the Debtor with currency to January 7, 2021, are attached as **Exhibit “I”** to this Affidavit. Both of these PPSA search results show that, in addition to RBC’s registrations, each of General Bank of Canada and First West Leasing Ltd., has made one registration under the PPSA against the Debtor.

12. The aforementioned searches reflect that all the other PPSA registrations were made after RBC’s registrations.

13. A copy of the PPSA search results for 203 with currency to January 7, 2021, together with a copy of the PPSA certified search results with currency to January 7, 2021, is attached as **Exhibit “J”** to this Affidavit. Both of these PPSA search results show that no other secured parties have made registrations under the PPSA against 203.

14. A copy of the parcel register for the Premises with currency to December 17, 2020, is attached as **Exhibit “K”** to this Affidavit. The parcel register shows that, in addition to the Real Property Security, Roma Building Restoration Limited (“**Roma**”) registered a second charge in the amount of \$600,000 over the Premises (the “**Second Charge**”) on September 5, 2019. An increase in the amount of the Second Charge to \$1,300,000 was registered on May 15, 2020. The transfer of the Second Charge from Roma to VGNA Holdings Inc. was registered on November 17, 2020.

15. RBC and Roma are parties to a priority agreement dated as of November 5, 2019 (the “**Priority Agreement**”), a copy of which is attached as **Exhibit “L”** to this Affidavit. The Priority Agreement confirms RBC’s priority position over Roma with respect to the parties’ respective security interests in the Premises. Section 25 of the Priority Agreement provides that Roma cannot sell, assign, encumber or otherwise transfer, in whole or in part, the Second Charge, among other things, without the prior written consent of RBC. No such consent was sought or obtained from RBC.

16. In any event, the Real Property Security was registered before the Second Charge.

**DEFAULT, DEMAND AND DIFFICULTIES**

17. The lion's share of the amount outstanding under the Credit Agreement is in respect of a facility that is repayable on demand. In addition, defaults have also occurred under the Credit Agreement.

18. As of March 25, 2020, the following amounts were owing for principal and interest pursuant to the Credit Agreement, totalling \$3,567,585.57 (the "**Indebtedness**"):

- (a) \$3,096,214.43 in respect of principal and interest for a revolving demand facility;
- (b) \$389,898.66 in respect of principal and interest for a term loan;
- (c) \$59,295.64 in respect of a VISA facility;
- (d) \$22,176.84 in respect of legal fees and expenses.

19. As of the date of this Affidavit, the Indebtedness is greater than \$3,664,900.

20. RBC made formal written demand on the Debtor for payment of its indebtedness to RBC by letter dated March 26, 2020 (the "**Debtor Demand**"). A notice of intention to enforce security (the "**BIA Notice**") pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R. S. C. 1985, c. B-3, as amended (the "**BIA**"), accompanied the Debtor Demand. Copies of the Debtor Demand and the BIA Notice are attached collectively as **Exhibit "M"** to this Affidavit.

21. RBC made formal written demand on each of the Guarantors for payment of their respective indebtedness to RBC by letters dated March 26, 2020 in respect of the Unique Guarantees and April 6, 2020 in respect of the 203 Guarantees ("**Guarantor Demands**" and together with the Debtor Demand, the "**Demands**"). Copies of these letters are attached collectively as **Exhibit "N"** to this Affidavit.



22. Following the issuance of the Demands, on request by the Debtor, RBC, the Debtor and the Guarantors negotiated, in good faith, the terms of a forbearance arrangement to provide the Debtor with additional time to indefeasibly repay RBC in full.

23. RBC, the Debtor and the Guarantors entered into a forbearance agreement dated June 4, 2020 (the “**Forbearance Agreement**”), pursuant to which RBC agreed to forbear from enforcing on the Security subject to certain terms and conditions contained therein. A copy of the Forbearance Agreement is attached as **Exhibit “O”** to this Affidavit.

24. Additionally, the Debtor failed to make certain payments of principal, interest, fees and other amounts when due in accordance with its obligations under the Forbearance Agreement and the Credit Agreements.

25. Nevertheless, on request by the Debtor, RBC, the Debtor and the Guarantors negotiated, in good faith, the terms of an extension to the forbearance arrangement to provide the Debtor with additional time to indefeasibly repay RBC in full.

26. RBC, the Debtor and the Guarantors entered into a forbearance extension agreement dated October 13, 2020 (the “**Forbearance Extension Agreement**” and together with the “**Forbearance Agreements**”), pursuant to which RBC agreed to forbear from enforcing on the Security subject to certain terms and conditions contained therein. A copy of the Forbearance Extension Agreement is attached as **Exhibit “P”** to this Affidavit.

27. As a term of the Forbearance Agreements, the Debtor and the Guarantors acknowledged, among other things, receipt of the Demands, and waived the ten (10) day period required pursuant

to section 244(1) of the BIA in respect of the Security and that, subject only to the terms of the Forbearance Agreements, there is no further step required by RBC in order to enforce the Security.

28. Furthermore, the Debtor executed a consent to the immediate private or court-appointment of an interim receiver, receiver or receiver and manager (the “**Receivership Consent**”) in favour of RBC under the terms of the Forbearance Agreement, which was to be held in escrow by RBC’s counsel, Aird & Berlis LLP, and automatically and immediately released from escrow in the event of the termination, expiration or non-commencement of the Forbearance Period (as defined in the Forbearance Agreements). The Receivership Consent is attached as **Exhibit “Q”** to this Affidavit.

29. Each of Monica and Linda provided certificates of independent legal advice to RBC to confirm that they had received independent legal advice in connection with the Forbearance Agreements and the documents they were required to execute (the “**Forbearance ILA Certificates**”). Copies of the Forbearance ILA Certificates are attached as **Exhibit “R”** to this Affidavit.

30. The period of forbearance under the Forbearance Agreement expired on December 22, 2020 without repayment of amounts owed to RBC under the Credit Agreements or Guarantees.

31. RBC understands that the business of the Debtor has not been operating in the ordinary course since March 2020. The Debtor has been engaged in trying to sell the Premises without success.

32. RBC had been forbearing to permit these transactions to close.

33. Over the last year, the Debtor entered into three agreements of purchase and sale for the Premises with three different purported purchasers. While RBC was advised that none of these

agreements survived their respective conditional periods, no evidence has been provided to RBC to support the reason that any of these transactions were terminated or the conditions which could not be satisfied.

34. Following the expiry of the forbearance period under the Forbearance Agreement, the Debtor provided yet another agreement of purchase and sale to RBC from another purchaser. As the Debtor had not explained how or why the buyer's conditions were not satisfied in earlier transactions as of the time of the swearing of this affidavit, RBC is concerned that the transaction contemplated by the latest agreement of purchase and sale will not proceed to completion for similar unknown reasons.

35. On January 4, 2021, the Debtor filed a Notice of Intention to Make a Proposal under the BIA (the "NOI"). A copy of the certificate of filing of the NOI is attached as **Exhibit "S"** to this Affidavit. As already noted, the BIA Notice was delivered to the Debtor on March 26, 2020 and the Debtor and Guarantors have consented to immediate enforcement and the appointment of a Receiver.

#### **APPOINTMENT OF RECEIVER**

36. At this stage, RBC wishes to take any and all steps necessary to enforce its Security and realize on same.

37. RBC considers it reasonable and prudent to begin the enforcement of its Security in an effort to recover the indebtedness owed by the Debtor to RBC, and it is within RBC's rights under the Credit Agreements and the Security to do so.

38. In the circumstances set out above, I believe that it is just and equitable that a receiver be appointed. A receiver is necessary for the protection of the estates of the Debtor, the interests of RBC and, perhaps, other stakeholders. RBC believes that the appointment of a receiver would enhance the prospect of recovery by RBC and protect all stakeholders.

39. RBC proposes that Fuller Landau be appointed as the Receiver.

40. Fuller Landau is a licensed insolvency trustee and is familiar with the circumstances of the Debtor and its arrangements with RBC.

41. Fuller Landau has consented to act as receiver should the Court so appoint it. A copy of Fuller Landau's consent is attached as **Exhibit "T"** this affidavit.

#### **JUDGMENTS AGAINST GUARANTORS**

42. Each of the Guarantors executed consent to immediate judgment in favour of RBC (collectively, the "**Consents to Judgment**"). The Consents to Judgment are attached as **Exhibit "U"** to this Affidavit.

43. Despite issuance of the Guarantor Demands, the Guarantors have failed to make any payment to RBC in respect of their obligations under their respective Guarantees as at the time of the execution of this affidavit.

44. This Affidavit is made in support of the within application, and for no other or improper purpose whatsoever.

**SWORN** remotely by Robert Fick stated as )  
being located in the Town of Hastings in the )  
Province of Ontario, before me at the City of )  
Burlington in the Province of Ontario on this )  
21st day of January, 2021, in accordance with )  
O. Reg 431/20, Administering Oath or )  
Declaration Remotely. )

*Jonathan W. D. Yantzi*

\_\_\_\_\_  
A COMMISSIONER, ETC.  
Jonathan Yantzi

*Robert Fick*

\_\_\_\_\_  
**ROBERT FICK**

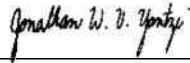
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn

this 21st day of January, 2021



---

Jonathan Yantzi

A COMMISSIONER, ETC.

Request ID: 025510701  
 Transaction ID: 77756441  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2021/01/08  
 Time Report Produced: 10:15:48  
 Page: 1

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
5030859	UNIQUE RESTORATION LTD.	2020/03/01
		Jurisdiction
		ONTARIO
		Former Jurisdiction
		NOT APPLICABLE
Corporation Type	Corporation Status	
ONTARIO BUSINESS CORP.	ACTIVE	
Registered Office Address		Date Amalgamated
1220 MATHESON BOULEVARD EAST		NOT APPLICABLE
		Amalgamation Ind.
		A
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
1220 MATHESON BOULEVARD EAST		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
		Number of Directors
		Minimum
		Maximum
		00001
		00010
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 025510701  
Transaction ID: 77756441  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/01/08  
Time Report Produced: 10:15:48  
Page: 2

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

5030859

**Corporation Name**

UNIQUE RESTORATION LTD.

**Corporate Name History**

UNIQUE RESTORATION LTD.

**Effective Date**

2020/03/01

**Current Business Name(s) Exist:**

NO

**Expired Business Name(s) Exist:**

NO

**Amalgamating Corporations****Corporation Name**

UNIQUE RESTORATION LTD.

2039638 ONTARIO INC.

**Corporate Number**

945406

2039638



Request ID: 025510701  
 Transaction ID: 77756441  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2021/01/08  
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## CORPORATION PROFILE REPORT

**Ontario Corp Number**

5030859

**Corporation Name**

UNIQUE RESTORATION LTD.

**Administrator:**

**Name (Individual / Corporation)**

JOHN  
 KENNEDY

**Address**

1220 MATHESON BOULEVARD EAST  
  
 MISSISSAUGA  
 ONTARIO  
 CANADA L4W 1R2

**Date Began**

2020/03/01

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

Y

**Administrator:**

**Name (Individual / Corporation)**

JOHN  
 KENNEDY

**Address**

1220 MATHESON BOULEVARD EAST  
  
 MISSISSAUGA  
 ONTARIO  
 CANADA L4W 1R2

**Date Began**

2020/03/01

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

PRESIDENT

**Resident Canadian**

Y

Request ID: 025510701  
 Transaction ID: 77756441  
 Category ID: UNE

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2021/01/08  
 Time Report Produced: 10:15:48  
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## CORPORATION PROFILE REPORT

**Ontario Corp Number**

5030859

**Corporation Name**

UNIQUE RESTORATION LTD.

**Administrator:**

**Name (Individual / Corporation)**

STEVE  
 LEBLANC

**Address**

1220 MATHESON BOULEVARD EAST  
  
 MISSISSAUGA  
 ONTARIO  
 CANADA L4W 1R2

**Date Began**

2020/03/01

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

Y

**Administrator:**

**Name (Individual / Corporation)**

STEVE  
 LEBLANC

**Address**

1220 MATHESON BOULEVARD EAST  
  
 MISSISSAUGA  
 ONTARIO  
 CANADA L4W 1R2

**Date Began**

2020/03/01

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

SECRETARY

**Resident Canadian**

Y

Request ID: 025510701  
Transaction ID: 77756441  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/01/08  
Time Report Produced: 10:15:48  
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## CORPORATION PROFILE REPORT

**Ontario Corp Number**

5030859

**Corporation Name**

UNIQUE RESTORATION LTD.

**Administrator:****Name (Individual / Corporation)**MARTIN  
WILLIAMS**Address**1772 EASTBANK ROAD  
  
PICKERING  
ONTARIO  
CANADA L1V 3J9**Date Began**

2020/03/01

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type****Resident Canadian**

Y

Request ID: 025510701  
Transaction ID: 77756441  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

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## CORPORATION PROFILE REPORT

Ontario Corp Number

5030859

Corporation Name

UNIQUE RESTORATION LTD.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	1	2020/03/19 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

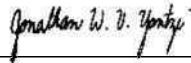
ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Attached is Exhibit "B"

Referred to in the  
AFFIDAVIT OF ROBERT FICK

Sworn before me  
this 21st day of January, 2021



---

Jonathan Yantzi  
A COMMISSIONER, ETC.

**UNIQUE RESTORATION**  
 BUILDING - MAINTENANCE - SERVICE - RESTORATION

Home

Company

Services

Ontario

British Columbia

Contact



## Ontario

**Unique Restoration Ltd. Ontario**  
 1220 Matheson Blvd. East  
 Toronto, ONTARIO L4W 1R2

## British Columbia

**Unique Restoration Ltd.**  
 634 Derwent way  
 Delta, British Columbia

### Building Maintenance Service and Restoration Company

Unique Restoration Ltd. is a building maintenance and restoration company servicing the multi-unit residential, commercial and institutional sectors within the provinces of Ontario and British Columbia. We pride ourselves on delivering the highest quality of service and workmanship by using only proven techniques and materials, all while working within the highest standards of safety and professionalism.

#### Unique Restoration LTD. ON

- ☎ (905) 629-9100
- 📍 1220 Matheson Blvd E, Mississauga
- 🕒 Today 8:00 am - 4:00 pm **Open now**

#### Unique Restoration Ltd. BC

- ☎ (604) 777-4113
- 📍 634 Derwent Way, Delta, BC V3M 5P8
- 🕒 Today 8:00 am - 4:00 pm **Open now**

© 2017 Unique Restoration Ltd. All rights reserved

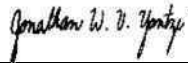
Attached is Exhibit "C"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



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Jonathan Yantzi

A COMMISSIONER, ETC.



FORM 460 (Rev 07/2019) O

**ROYAL BANK OF CANADA CREDIT AGREEMENT**

DATE: January 22, 2020

<b>BORROWER:</b> UNIQUE RESTORATION LTD.	<b>SRF:</b> 758692933
<b>ADDRESS (Street, City/Town, Province, Postal Code)</b> 1220 MATHESON BLVD EAST MISSISSAUGA, ON L4W 1R2	

Royal Bank of Canada (the "**Bank**") hereby confirms to the undersigned (the "**Borrower**") the following credit facilities (the "**Credit Facilities**"), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "**Agreement**"). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

**CREDIT FACILITIES**

**Facility #1**     **Revolving demand facility in the amount of \$3,100,000.00, available by way of RBP based loans.**

Minimum retained balance \$0.00

Revolved by the Bank in increments of \$5,000.00

Interest rate: RBP + 1.25% per annum. Interest payable monthly, in arrears, on the same day each month as determined by the Bank.

Margined: Yes [ ] No [X]

**OTHER FACILITIES**

The Credit Facilities are in addition to the following facilities (the "**Other Facilities**"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

a) Credit Card to a maximum amount of \$60,000.00.

**SECURITY**

Security for the Borrowing and all other obligations of the Borrower to the Bank, including without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the "**Security**"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- a) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$475,000.00 signed by Steven Leblanc and Linda Leblanc, supported by letter of independent legal advice signed by Linda Leblanc;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$475,000.00 signed by John Kennedy and Monica Kennedy;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$3,600,000.00 signed by 2039638 Ontario Inc., supported by:
  - i) a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of 2039638 Ontario Inc.;
  - ii) a collateral mortgage in the amount of \$3,600,000.00 constituting a first fixed charge on the lands and improvements located at 1220 Matheson Blvd East, Mississauga, ON;
  - iii) assignment of rents on the Bank's form 760 signed by 2039638 Ontario Inc. constituting a first ranking assignment of all rents arising from the lands and improvements located at 1220 Matheson Blvd E., Mississauga, ON;

\* Registered trademark of Royal Bank of Canada.



- d) Postponement and assignment of claim on the Bank's form 918 signed by Steven Leblanc;
- e) Postponement and assignment of claim on the Bank's form 918 signed by John Kennedy.

### FEES

Facility #1 management fee of \$325.00 payable in arrears on the same day each month.

### REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- a) annual review engagement financial statements for the Borrower, within 90 days of each fiscal year end;
- b) such other financial and operating statements and reports as and when the Bank may reasonably require.

### BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

### STANDARD TERMS

The following standard terms have been provided to the Borrower:

Form 472 (07/2019) Royal Bank of Canada Credit Agreement - Standard Terms

Form 473 (02/2019) Royal Bank of Canada Credit Agreement - Margined Accounts Standard Terms

\* Registered trademark of Royal Bank of Canada.

- [ ] Form 473A (10/2017) Royal Bank of Canada Credit Agreement - RBC Covarity Terms and Conditions
- [ ] Form 473B (02/2019) Royal Bank of Canada Credit Agreement - Margined Accounts Standard Terms

**ACCEPTANCE**

This Agreement is open for acceptance until February 22, 2020, after which date it will be null and void, unless extended by the Bank in its sole discretion.

**ROYAL BANK OF CANADA**



Per: \_\_\_\_\_  
Title: Vice President

**RBC Contact: BOB FICK**


/pl

**CONFIRMATION & ACCEPTANCE**

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Credit Agreement Standard Terms, Form 472, as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this 25<sup>th</sup> day of January, 2020

**UNIQUE RESTORATION LTD.**

Per:   
Name: Steven LeBlanc  
Title: Sec/Treas

Per: \_\_\_\_\_  
Name: DAVID KELLEY  
Title: PRESIDENT

I/We have the authority to bind the Borrower

\* Registered trademark of Royal Bank of Canada.

## ROYAL BANK OF CANADA CREDIT AGREEMENT – STANDARD TERMS

FORM 472 (07/2019)

The following set of standard terms is deemed to be included in and forms an integral part of the Royal Bank of Canada Loan Agreement which refers to standard terms with this document version date, receipt of which has been duly acknowledged by the Borrower. Terms defined elsewhere in this Agreement and not otherwise defined below have the meaning given to such terms as so defined. The Borrower agrees and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

**GENERAL**

This Agreement amends and restates, without novation, any existing credit or loan agreement between the Borrower and the Bank and any amendments thereto, (other than existing agreements for Other Facilities). Any credit facility existing under any such credit or loan agreement which is secured by security under section 427 of the *Bank Act* (Canada) (or any successor to such provision) is deemed to be continued and renewed, without novation, under the Credit Facilities. Any amount owing by the Borrower to the Bank under any such credit or loan agreement is deemed to be a Borrowing under this Agreement. This Agreement is in addition to, and not in replacement of, agreements for Other Facilities. Any and all Security that has been delivered to the Bank and which is included as Security in this Agreement shall remain in full force and effect, is expressly reserved by the Bank and shall apply in respect of all obligations of the Borrower under the Credit Facilities. The Bank expressly reserves all Security granted to the Bank by the Borrower to secure the Borrower's existing debt towards the Bank, should the execution of this Agreement effect a novation of said debt. Unless otherwise provided, all dollar amounts are in Canadian currency.

**CONDITIONS PRECEDENT**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a duly executed copy of this Agreement;
- the Security provided for herein, in form and substance, and executed and registered to the satisfaction of the Bank;
- such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

**AVAILABILITY**

**Revolving facilities:** The Borrower may borrow, convert, repay and reborrow up to the amount of each revolving facility (subject to Margin where applicable) provided each facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

**Non-revolving facilities:** The Borrower may borrow up to the amount of each non-revolving facility provided these facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

**LOAN REVOLVEMENT**

If the Credit Facilities include a revolving demand facility by way of RBP and/or RBUSBR based loans, the Borrower shall establish a current account in Canadian currency, and, where RBUSBR based loans are made available, in US currency (each a "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank to ascertain the balance of any General Account and:

- if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- where the facility is indicated to be Bank revolved, if such position is a credit balance, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- where this facility is indicated to be Borrower revolved, if such position is a credit balance, the Bank will apply repayments on such facility only if so advised and directed by the Borrower;
- Overdrafts and Bank revolved facilities by way of RBP Loans, or RBUSBR Loans, are not available on the same General Account.

**REPAYMENT**

- Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in or pursuant to this Agreement and shall be paid in the currency of the Borrowing. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.
- Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment.
- In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LCs and LGs, if applicable, which are unexpired or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings.
- Where any Borrowings are repayable by scheduled blended payments of principal and interest, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding with any balance of such Borrowings being due and payable as and when specified in this Agreement. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be.
- Borrowings repayable by way of scheduled payments of principal plus interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement.
- For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the maturity date of the applicable Borrowings shall automatically be amended accordingly.
- Without limiting the right of the Bank to terminate or demand payment of or to cancel or restrict availability of any unused portion of any revolving demand tender loan facility, Borrowings by way of tender loans shall be repaid (i) if the tender is not accepted, by returning the relevant draft, or certified cheque, if applicable, to the Bank for cancellation or (ii) if the tender is accepted, by returning the relevant draft, or certified cheque, if applicable, once letters of guarantee or performance bonds are arranged. In the event such draft, or certified cheque, if applicable, is presented for payment, the amount of the draft, or certified cheque, if applicable, will be converted to an RBP based loan with an interest rate of RBP plus 5% per annum.
- Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.
- Except for Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%, or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity, demand

## ROYAL BANK OF CANADA CREDIT AGREEMENT – STANDARD TERMS

FORM 472 (07/2019)

- and judgement. For Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the same rate as the interest rate applicable to the principal amount of the Borrowings as specified in this Agreement.
- j) In the case of any reducing term loan and/or reducing term facility ("**Reducing Term Loan/Facility**"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("**Renewal Letter**") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a **Renewal Letter** to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the maturity date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the **Renewal Letter** and the terms of this Agreement shall be amended accordingly.

**PREPAYMENT**

Where Borrowings under any term facility are by way of RBP and/or RBUSBR based loans, the Borrower may prepay such Borrowings in whole or in part at any time without fee or premium.

Where Borrowings under any term facility are at a fixed interest rate, provided an Event of Default shall not have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage indicated in this Agreement of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during the 12 month period from each anniversary date of the Borrowing. Any prepayment of the Borrowing prior to the maturity date, in whole or in part (in excess of any prepayment explicitly permitted in this Agreement), requires an amendment of the terms of this Agreement. An amendment to permit such a prepayment requires the Bank's prior written consent. The Bank may provide its consent to an amendment to permit a prepayment upon satisfaction by the Borrower of any conditions the Bank may reasonably impose, including, without limitation, the Borrower's agreement to pay the **Prepayment Fee** as defined below.

The Prepayment Fee will be calculated by the Bank as the sum of:

- a) the greater of:
- (i) the amount equal to three (3) months' interest payable on the amount of the fixed rate term facility Borrowing being prepaid, calculated at the interest rate applicable to the fixed rate term facility Borrowing on the date of prepayment; and
  - (ii) the present value of the cash flow associated with the difference between the Bank's original cost of funds for the fixed rate term facility Borrowing and the current cost of funds for a fixed rate term loan with a term substantially similar to the remaining term and an amortization period substantially similar to the remaining amortization period of the fixed rate term facility Borrowing, each as determined by the Bank on the date of such prepayment;
- plus:
- b) Foregone margin over the remainder of the term of the fixed rate term facility Borrowing. Foregone margin is defined as the present value of the difference between the Bank's original cost of funds for the fixed rate term facility Borrowing and the interest that would have been charged to the Borrower over the remaining term of the fixed rate term facility Borrowing;
- plus:
- c) a processing fee.

The Prepayment Fee shall also be payable by the Borrower in the event the Bank demands repayment of the outstanding fixed rate term facility Borrowing on the occurrence of an Event of Default. The Borrower's obligation to pay the Prepayment Fee will be in addition to any other amounts then owing by the Borrower to the Bank, will form part of the Borrowings outstanding and will be secured by the Security described herein.

The prepayment of any Borrowings under a term facility will be made in the reverse order of maturity.

**EVIDENCE OF INDEBTEDNESS**

The Bank shall maintain accounts and records (the "**Accounts**") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

**CALCULATION AND PAYMENT OF INTEREST AND FEES**

- a) The Borrower shall pay interest on each Overdraft, RBP and/or RBUSBR based loan monthly in arrears on the same day of each month as determined by the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- b) The Borrower shall pay interest on each fixed and/or variable rate term facility in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- c) The Borrower shall pay an LC fee on the date of issuance of any LC calculated on the face amount of the LC issued, based upon the number of days in the term and a year of 365 days. If applicable, fees for LCs issued in US currency shall be paid in US currency.
- d) The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable. If applicable, fees for LGs issued in US currency shall be paid in US currency.
- e) Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity, demand and judgement.
- f) The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

**ROYAL BANK OF CANADA CREDIT AGREEMENT – STANDARD TERMS****FORM 472 (07/2019)**

- g) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

**FEES, COSTS AND EXPENSES**

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

**GENERAL COVENANTS**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under this Agreement;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any person regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

**GENERAL INDEMNITY**

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

**AMENDMENTS AND WAIVERS**

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor.

**SUCCESSORS AND ASSIGNS**

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank.

**GAAP**

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period

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to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

**SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

**DEFAULT BY LAPSE OF TIME**

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower in default thereof.

**SET-OFF**

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

**CONSENT OF DISCLOSURE**

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

**JOINT AND SEVERAL / SOLIDARY**

Where more than one Person is liable as Borrower, for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidary) with each other such Person.

**EVENTS OF DEFAULT**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition or provision contained in this Agreement, the Security or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower in any document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

**LETTERS OF CREDIT AND/OR LETTERS OF GUARANTEE**

Borrowings made by way of LCs and/or LGs will be subject to the following terms and conditions:

- a) each LC and/or LG shall expire on a Business Day and shall have a term of not more than 365 days;
- b) at least 2 Business Days prior to the issue of an LC and/or LG, the Borrower shall execute a duly authorized application with respect to such LC and/or LG and each LC and/or LG shall be governed by the terms and conditions of the relevant application for such contract. If there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LC and/or LG, the terms of the application for the LC and/or LG shall govern; and
- c) an LC and/or LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LC and/or LG has been obtained.
- d) LC and/or LG fees and drawings will be charged to the Borrower's accounts.

**FEF CONTRACTS**

Bank makes no formal commitment herein to enter into any FEF Contract and the Bank may, at any time and at all times, in its sole and absolute discretion, accept or reject any request by the Borrower to enter into a FEF Contract. Should the Bank make FEF Contracts available to the Borrower, the Borrower agrees, with the Bank as follows:

- a) the Borrower shall promptly issue or countersign and return a confirmation or acknowledgement of the terms of each such FEF Contract as required by the Bank;
- b) the Borrower shall, if required by the Bank, promptly enter into a Foreign Exchange and Options Master Agreement or such other agreement in form and substance satisfactory to the Bank to govern the FEF Contract(s);
- c) in the event of demand for payment under the Agreement, the Bank may terminate all or any FEF Contracts. If the agreement governing any FEF Contract does not contain provisions governing termination, any such termination shall be effected in accordance with customary market practice. The Bank's determination of amounts owing under any terminated FEF Contract shall be conclusive in the absence of manifest error. The Bank shall apply any amount owing by the Bank to the Borrower on termination of any FEF Contract against the Borrower's obligations to the Bank under the Agreement and any amount owing to the Bank by the Borrower on such termination shall be added to the Borrower's obligations to the Bank under the Agreement and secured by the Security;

## ROYAL BANK OF CANADA CREDIT AGREEMENT – STANDARD TERMS

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- d) the Borrower shall pay all required fees in connection with any FEF Contracts and indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank in relation to any FEF Contract;
- e) any rights of the Bank herein in respect of any FEF Contract are in addition to and not in limitation of or substitution for any rights of the Bank under any agreement governing such FEF Contract. In the event that there is any inconsistency at any time between the terms hereof and any agreement governing such FEF Contract, the terms of such agreement shall prevail;
- f) in addition to any security which may be held at any time in respect of any FEF Contract, upon request by the Bank from time to time, the Borrower will deliver to the Bank such security as is acceptable to the Bank as continuing collateral security for the Borrower's obligations to the Bank in respect of FEF Contracts; and
- g) the Borrower will enter each FEF Contract as principal, and only for purposes of hedging currency risk arising in the ordinary course of the Borrower's business and not for purposes of speculation. The Borrower understands and hereby acknowledges the risks associated with each FEF Contract.

**EXCHANGE RATE FLUCTUATIONS**

If, for any reason, the amount of Borrowings and/or Leases if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

**LANGUAGE**

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

**WHOLE AGREEMENT**

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Province in which the branch of the Bank, which is the Borrower's branch of account, is located, and the laws of Canada applicable therein, as the same may from time to time be in effect. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

**NOTICES**

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

**COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

**ELECTRONIC MAIL AND FAX TRANSMISSION**

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

**ELECTRONIC IMAGING**

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

**CONFIDENTIALITY**

This Agreement and all of its terms are confidential ("**Confidential Information**"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

**DEFINITIONS**

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

**"Applicable Laws"** means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

**"Borrowing"** means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are "Borrowings";

**"Business Day"** means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday in Canada or any Province thereof, or a day on which banking institutions are closed throughout Canada;

**"Business Loan Insurance Plan"** means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

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**"Capital Expenditures"** means, for any fiscal period, any amounts accrued or paid in respect of any purchase or other acquisition for value of capital assets and, for greater certainty, excludes amounts expended in respect of the normal repair and maintenance of capital assets utilized in the ordinary course of business;

**"Contaminant"** includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

**"Corporate Distributions"** means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

**"Current Assets"** means, at any time, those assets ordinarily realizable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year;

**"Current Liabilities"** means, at any time, amounts payable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year (the operating cycle must correspond with that used for current assets);

**"Current Ratio"** means the ratio of Current Assets to Current Liabilities;

**"Debt Service Coverage"** means, for any fiscal period, the ratio of EBITDA to the total of Interest Expense and scheduled principal payments in respect of Funded Debt;

**"EBITDA"** means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

**"Environmental Activity"** means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

**"Environmental and Health and Safety Laws"** means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

**"Equivalent Amount"** means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

**"Equity"** means the total of share capital (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

**"Financial Assistance"** means any form of direct or indirect financial assistance of any other Person by means of a loan, guarantee or otherwise or any obligations (contingent or otherwise) intended to enable another Person to incur or pay any debt or comply with any agreements related thereto or to otherwise assure or protect creditors of another Person against loss in respect of debt or any other obligations of such other Person;

**"Fixed Charge Coverage"** means, for any fiscal period, the ratio of EBITDA plus payments under operating leases less cash income taxes, Corporate Distributions and Unfunded Capital Expenditures to Fixed Charges;

**"Fixed Charges"** means, for any fiscal period, the total of Interest Expense, scheduled principal payments in respect of Funded Debt and payments under operating leases;

**"Foreign Exchange Forward Contract"** or **"FEF Contract"** means a currency exchange transaction or agreement or any option with respect to any such transaction now existing or hereafter entered into between the Borrower and the Bank.

**"Funded Debt"** means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

**"Guarantor"** means any Person who has guaranteed the obligations of the Borrower under this Agreement;

**"Lease"** means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

**"Interest Expense"** means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances.

**"Investment"** means the acquisition (whether for cash, property, services, securities or otherwise) of shares, bonds, notes, debentures, partnership or other property interests or other securities of any other Person or any agreement to make any such acquisition;

**"Letter of Credit"** or **"LC"** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of paying suppliers of goods;

**"Letter of Guarantee"** or **"LG"** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;



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**"Margin"** or **"Margined"** means that the availability of Borrowings under the credit facilities will be based on the Borrower's level of accounts receivable, inventory and Potential Prior Ranking Claims as determined by reference to regular reports provided to the Bank by the Borrower;

**"Overdraft"** means advances of credit by way of debit balances in the Borrower's current account;

**"Permitted Encumbrances"** means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

**"Person"** includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

**"Policy"** means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

**"Postponed Debt"** means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

**"Potential Prior-Ranking Claims"** means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

**"RBP"** and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

**"RBUSBR"** and **"Royal Bank US Base Rate"** each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

**"Release"** includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

**"Tangible Net Worth"** means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

**"Total Liabilities"** means all liabilities exclusive of deferred tax liabilities and Postponed Debt;

**"Unfunded Capital Expenditures"** means Capital Expenditures not funded by either bank debt or equity proceeds.

**"US"** means United States of America.

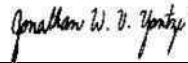
Attached is Exhibit "D"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



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Jonathan Yantzi

A COMMISSIONER, ETC.



FORM 460 (Rev 07/2019) O

**ROYAL BANK OF CANADA CREDIT AGREEMENT**

DATE: January 20, 2020

**BORROWER:**

2039638 ONTARIO INC.

**SRF:**

532486891

**ADDRESS (Street, City/Town, Province, Postal Code)**

1220 MATHESON BLVD. EAST

MISSISSAUGA, ON L4W 1R2

Royal Bank of Canada (the "**Bank**") hereby confirms to the undersigned (the "**Borrower**") the following credit facilities (the "**Credit Facilities**"), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "**Agreement**"). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

**CREDIT FACILITIES**

**Facility #1 Fixed rate term loan (non-revolving) in the amount of \$404,071.33.** Repayable by consecutive monthly blended payments of \$9,000.00, including interest, based on a 49 month amortization. Next blended payment is due January 28, 2020. This loan has a 1 month term and all outstanding principal and interest is payable in full on January 28, 2020. Interest rate: 4.25% per annum. Amount eligible for prepayment is NIL.

**Facility #2 Variable rate term loan (non-revolving) in the amount of \$404,071.33.** Repayable by consecutive monthly blended payments of \$8,996.18, including interest, based on a 49 month amortization (payment amount subject to annual adjustments to ensure amortization). First blended payment is due February 28, 2020. This loan has a 12 month term and all outstanding principal and interest is payable in full on January 28, 2021. Interest rate: RBP + 0.30% per annum.

**SECURITY**

Security for the Borrowing and all other obligations of the Borrower to the Bank, including without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the "**Security**"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Collateral mortgage in the amount of \$3,600,000.00 signed by the Borrower constituting a first fixed charge on the lands and improvements located at 1220 Matheson Blvd East, Mississauga, ON;
- c) Assignment of rents on the Bank's form 760 signed by the Borrower constituting a first ranking assignment of all rents arising from the lands and improvements located at 1220 Matheson Blvd East, Mississauga, ON;
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$475,000.00 signed by Steven Leblanc and Linda Leblanc, supported by a letter of independent legal advice signed by Linda Leblanc;
- e) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$475,000.00 signed by John Kennedy and Monica Kennedy, supported by a letter of independent legal advice signed Monica Kennedy;
- f) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$900,000.00 signed by Unique Restoration Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Unique Restoration Ltd.

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**FEES**

Renewal Fee:

If the Bank renews or extends any term facility or term loan beyond its maturity date, an additional renewal fee may be payable in connection with any such renewal in such amount as the Bank may determine and notify the Borrower.

**FINANCIAL COVENANTS**

In the event that the Borrower or Unique Restoration Ltd. changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower will:

- a) maintain, on a combined basis for the Borrower and Unique Restoration Ltd., to be measured at the end of each fiscal year:
  - i) Debt Service Coverage of not less than 1.25:1.

**REPORTING REQUIREMENTS**

The Borrower will provide to the Bank:

- a) annual notice to reader financial statements for the Borrower, within 90 days of each fiscal year end;
- b) annual review engagement financial statements for Unique Restoration Ltd., within 90 days of each fiscal year end;
- c) annual notice to reader combined financial statements for the Borrower and Unique Restoration Ltd., within 90 days of each fiscal year end;
- d) annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2021;
- e) such other financial and operating statements and reports as and when the Bank may reasonably require.

**OTHER INFORMATION/REQUIREMENTS**

- a) Proceeds of the initial Borrowing under Facility #2 shall be utilized to repay in full all Borrowings outstanding under Facility #1, and Facility #1 is immediately then cancelled.

**BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business

\* Registered trademark of Royal Bank of Canada.

Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

**STANDARD TERMS**

The following standard terms have been provided to the Borrower:

- Form 472 (07/2019) Royal Bank of Canada Credit Agreement - Standard Terms
- Form 473 (02/2019) Royal Bank of Canada Credit Agreement - Margined Accounts Standard Terms
- Form 473A (10/2017) Royal Bank of Canada Credit Agreement - RBC Covarity Terms and Conditions
- Form 473B (02/2019) Royal Bank of Canada Credit Agreement - Margined Accounts Standard Terms

**ACCEPTANCE**

This Agreement is open for acceptance until February 20, 2020, after which date it will be null and void, unless extended by the Bank in its sole discretion.

**ROYAL BANK OF CANADA**



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

Title: Vice President

**RBC Contact: BOB FICK SLAS**

/pl

**CONFIRMATION & ACCEPTANCE**

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Credit Agreement Standard Terms, Form 472, as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this 20 day of September, 2020

2039638 ONTARIO INC.

Per: [Signature]  
Name: Steven LeBlanc  
Title: Sec/Treas

Per: [Signature]  
Name: [Signature]  
Title: PRESIDENT

I/We have the authority to bind the Borrower

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## ROYAL BANK OF CANADA CREDIT AGREEMENT – STANDARD TERMS

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The following set of standard terms is deemed to be included in and forms an integral part of the Royal Bank of Canada Loan Agreement which refers to standard terms with this document version date, receipt of which has been duly acknowledged by the Borrower. Terms defined elsewhere in this Agreement and not otherwise defined below have the meaning given to such terms as so defined. The Borrower agrees and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

**GENERAL**

This Agreement amends and restates, without novation, any existing credit or loan agreement between the Borrower and the Bank and any amendments thereto, (other than existing agreements for Other Facilities). Any credit facility existing under any such credit or loan agreement which is secured by security under section 427 of the *Bank Act (Canada)* (or any successor to such provision) is deemed to be continued and renewed, without novation, under the Credit Facilities. Any amount owing by the Borrower to the Bank under any such credit or loan agreement is deemed to be a Borrowing under this Agreement. This Agreement is in addition to, and not in replacement of, agreements for Other Facilities. Any and all Security that has been delivered to the Bank and which is included as Security in this Agreement shall remain in full force and effect, is expressly reserved by the Bank and shall apply in respect of all obligations of the Borrower under the Credit Facilities. The Bank expressly reserves all Security granted to the Bank by the Borrower to secure the Borrower's existing debt towards the Bank, should the execution of this Agreement effect a novation of said debt. Unless otherwise provided, all dollar amounts are in Canadian currency.

**CONDITIONS PRECEDENT**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, in form and substance, and executed and registered to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

**AVAILABILITY**

**Revolving facilities:** The Borrower may borrow, convert, repay and reborrow up to the amount of each revolving facility (subject to Margin where applicable) provided each facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

**Non-revolving facilities:** The Borrower may borrow up to the amount of each non-revolving facility provided these facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

**LOAN REVOLVEMENT**

If the Credit Facilities include a revolving demand facility by way of RBP and/or RBUSBR based loans, the Borrower shall establish a current account in Canadian currency, and, where RBUSBR based loans are made available, in US currency (each a "**General Account**") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank to ascertain the balance of any General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- b) where the facility is indicated to be Bank revolved, if such position is a credit balance, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- c) where this facility is indicated to be Borrower revolved, if such position is a credit balance, the Bank will apply repayments on such facility only if so advised and directed by the Borrower;
- d) Overdrafts and Bank revolved facilities by way of RBP Loans, or RBUSBR Loans, are not available on the same General Account.

**REPAYMENT**

- a) Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in or pursuant to this Agreement and shall be paid in the currency of the Borrowing. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.
- b) Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment.
- c) In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LCs and LGs, if applicable, which are unmaturing or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings.
- d) Where any Borrowings are repayable by scheduled blended payments of principal and interest, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding with any balance of such Borrowings being due and payable as and when specified in this Agreement. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be.
- e) Borrowings repayable by way of scheduled payments of principal plus interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement.
- f) For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the maturity date of the applicable Borrowings shall automatically be amended accordingly.
- g) Without limiting the right of the Bank to terminate or demand payment of or to cancel or restrict availability of any unused portion of any revolving demand tender loan facility, Borrowings by way of tender loans shall be repaid (i) if the tender is not accepted, by returning the relevant draft, or certified cheque, if applicable, to the Bank for cancellation or (ii) if the tender is accepted, by returning the relevant draft, or certified cheque, if applicable, once letters of guarantee or performance bonds are arranged. In the event such draft, or certified cheque, if applicable, is presented for payment, the amount of the draft, or certified cheque, if applicable, will be converted to an RBP based loan with an interest rate of RBP plus 5% per annum.
- h) Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.
- i) Except for Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%, or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity, demand

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and judgement. For Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the same rate as the interest rate applicable to the principal amount of the Borrowings as specified in this Agreement.

- j) In the case of any reducing term loan and/or reducing term facility (“Reducing Term Loan/Facility”), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank’s option, the Bank may provide a letter (“Renewal Letter”) to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the maturity date of the applicable Reducing Term Loan/Facility, then at the Bank’s option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

**PREPAYMENT**

Where Borrowings under any term facility are by way of RBP and/or RBUSBR based loans, the Borrower may prepay such Borrowings in whole or in part at any time without fee or premium.

Where Borrowings under any term facility are at a fixed interest rate, provided an Event of Default shall not have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage indicated in this Agreement of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during the 12 month period from each anniversary date of the Borrowing. Any prepayment of the Borrowing prior to the maturity date, in whole or in part (in excess of any prepayment explicitly permitted in this Agreement), requires an amendment of the terms of this Agreement. An amendment to permit such a prepayment requires the Bank’s prior written consent. The Bank may provide its consent to an amendment to permit a prepayment upon satisfaction by the Borrower of any conditions the Bank may reasonably impose, including, without limitation, the Borrower’s agreement to pay the Prepayment Fee as defined below.

The Prepayment Fee will be calculated by the Bank as the sum of:

- a) the greater of:
- (i) the amount equal to three (3) months’ interest payable on the amount of the fixed rate term facility Borrowing being prepaid, calculated at the interest rate applicable to the fixed rate term facility Borrowing on the date of prepayment; and
  - (ii) the present value of the cash flow associated with the difference between the Bank’s original cost of funds for the fixed rate term facility Borrowing and the current cost of funds for a fixed rate term loan with a term substantially similar to the remaining term and an amortization period substantially similar to the remaining amortization period of the fixed rate term facility Borrowing, each as determined by the Bank on the date of such prepayment;

plus:

- b) Foregone margin over the remainder of the term of the fixed rate term facility Borrowing. Foregone margin is defined as the present value of the difference between the Bank’s original cost of funds for the fixed rate term facility Borrowing and the interest that would have been charged to the Borrower over the remaining term of the fixed rate term facility Borrowing;

plus:

- c) a processing fee.

The Prepayment Fee shall also be payable by the Borrower in the event the Bank demands repayment of the outstanding fixed rate term facility Borrowing on the occurrence of an Event of Default. The Borrower’s obligation to pay the Prepayment Fee will be in addition to any other amounts then owing by the Borrower to the Bank, will form part of the Borrowings outstanding and will be secured by the Security described herein.

The prepayment of any Borrowings under a term facility will be made in the reverse order of maturity.

**EVIDENCE OF INDEBTEDNESS**

The Bank shall maintain accounts and records (the “Accounts”) evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

**CALCULATION AND PAYMENT OF INTEREST AND FEES**

- a) The Borrower shall pay interest on each Overdraft, RBP and/or RBUSBR based loan monthly in arrears on the same day of each month as determined by the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- b) The Borrower shall pay interest on each fixed and/or variable rate term facility in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- c) The Borrower shall pay an LC fee on the date of issuance of any LC calculated on the face amount of the LC issued, based upon the number of days in the term and a year of 365 days. If applicable, fees for LCs issued in US currency shall be paid in US currency.
- d) The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable. If applicable, fees for LGs issued in US currency shall be paid in US currency.
- e) Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity, demand and judgement.
- f) The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.



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- g) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

**FEES, COSTS AND EXPENSES**

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

**GENERAL COVENANTS**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under this Agreement;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any person regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

**GENERAL INDEMNITY**

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

**AMENDMENTS AND WAIVERS**

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor.

**SUCCESSORS AND ASSIGNS**

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank.

**GAAP**

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period

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to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

**SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

**DEFAULT BY LAPSE OF TIME**

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower in default thereof.

**SET-OFF**

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

**CONSENT OF DISCLOSURE**

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

**JOINT AND SEVERAL / SOLIDARY**

Where more than one Person is liable as Borrower, for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidary) with each other such Person.

**EVENTS OF DEFAULT**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition or provision contained in this Agreement, the Security or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower in any document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

**LETTERS OF CREDIT AND/OR LETTERS OF GUARANTEE**

Borrowings made by way of LCs and/or LGs will be subject to the following terms and conditions:

- a) each LC and/or LG shall expire on a Business Day and shall have a term of not more than 365 days;
- b) at least 2 Business Days prior to the issue of an LC and/or LG, the Borrower shall execute a duly authorized application with respect to such LC and/or LG and each LC and/or LG shall be governed by the terms and conditions of the relevant application for such contract. If there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LC and/or LG, the terms of the application for the LC and/or LG shall govern; and
- c) an LC and/or LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LC and/or LG has been obtained.
- d) LC and/or LG fees and drawings will be charged to the Borrower's accounts.

**FEF CONTRACTS**

Bank makes no formal commitment herein to enter into any FEF Contract and the Bank may, at any time and at all times, in its sole and absolute discretion, accept or reject any request by the Borrower to enter into a FEF Contract. Should the Bank make FEF Contracts available to the Borrower, the Borrower agrees, with the Bank as follows:

- a) the Borrower shall promptly issue or countersign and return a confirmation or acknowledgement of the terms of each such FEF Contract as required by the Bank;
- b) the Borrower shall, if required by the Bank, promptly enter into a Foreign Exchange and Options Master Agreement or such other agreement in form and substance satisfactory to the Bank to govern the FEF Contract(s);
- c) in the event of demand for payment under the Agreement, the Bank may terminate all or any FEF Contracts. If the agreement governing any FEF Contract does not contain provisions governing termination, any such termination shall be effected in accordance with customary market practice. The Bank's determination of amounts owing under any terminated FEF Contract shall be conclusive in the absence of manifest error. The Bank shall apply any amount owing by the Bank to the Borrower on termination of any FEF Contract against the Borrower's obligations to the Bank under the Agreement and any amount owing to the Bank by the Borrower on such termination shall be added to the Borrower's obligations to the Bank under the Agreement and secured by the Security;

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- d) the Borrower shall pay all required fees in connection with any FEF Contracts and indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank in relation to any FEF Contract;
- e) any rights of the Bank herein in respect of any FEF Contract are in addition to and not in limitation of or substitution for any rights of the Bank under any agreement governing such FEF Contract. In the event that there is any inconsistency at any time between the terms hereof and any agreement governing such FEF Contract, the terms of such agreement shall prevail;
- f) in addition to any security which may be held at any time in respect of any FEF Contract, upon request by the Bank from time to time, the Borrower will deliver to the Bank such security as is acceptable to the Bank as continuing collateral security for the Borrower's obligations to the Bank in respect of FEF Contracts; and
- g) the Borrower will enter each FEF Contract as principal, and only for purposes of hedging currency risk arising in the ordinary course of the Borrower's business and not for purposes of speculation. The Borrower understands and hereby acknowledges the risks associated with each FEF Contract.

**EXCHANGE RATE FLUCTUATIONS**

If, for any reason, the amount of Borrowings and/or Leases if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

**LANGUAGE**

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

**WHOLE AGREEMENT**

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Province in which the branch of the Bank, which is the Borrower's branch of account, is located, and the laws of Canada applicable therein, as the same may from time to time be in effect. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

**NOTICES**

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

**COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

**ELECTRONIC MAIL AND FAX TRANSMISSION**

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

**ELECTRONIC IMAGING**

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

**CONFIDENTIALITY**

This Agreement and all of its terms are confidential ("Confidential Information"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

**DEFINITIONS**

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

**"Applicable Laws"** means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

**"Borrowing"** means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are "Borrowings";

**"Business Day"** means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday in Canada or any Province thereof, or a day on which banking institutions are closed throughout Canada;

**"Business Loan Insurance Plan"** means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

## ROYAL BANK OF CANADA CREDIT AGREEMENT – STANDARD TERMS

FORM 472 (07/2019)

**"Capital Expenditures"** means, for any fiscal period, any amounts accrued or paid in respect of any purchase or other acquisition for value of capital assets and, for greater certainty, excludes amounts expended in respect of the normal repair and maintenance of capital assets utilized in the ordinary course of business;

**"Contaminant"** includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

**"Corporate Distributions"** means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

**"Current Assets"** means, at any time, those assets ordinarily realizable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year;

**"Current Liabilities"** means, at any time, amounts payable within one year from the date of determination or within the normal operating cycle, where such cycle is longer than a year (the operating cycle must correspond with that used for current assets);

**"Current Ratio"** means the ratio of Current Assets to Current Liabilities;

**"Debt Service Coverage"** means, for any fiscal period, the ratio of EBITDA to the total of Interest Expense and scheduled principal payments in respect of Funded Debt;

**"EBITDA"** means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

**"Environmental Activity"** means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

**"Environmental and Health and Safety Laws"** means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

**"Equivalent Amount"** means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

**"Equity"** means the total of share capital (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

**"Financial Assistance"** means any form of direct or indirect financial assistance of any other Person by means of a loan, guarantee or otherwise or any obligations (contingent or otherwise) intended to enable another Person to incur or pay any debt or comply with any agreements related thereto or to otherwise assure or protect creditors of another Person against loss in respect of debt or any other obligations of such other Person;

**"Fixed Charge Coverage"** means, for any fiscal period, the ratio of EBITDA plus payments under operating leases less cash income taxes, Corporate Distributions and Unfunded Capital Expenditures to Fixed Charges;

**"Fixed Charges"** means, for any fiscal period, the total of Interest Expense, scheduled principal payments in respect of Funded Debt and payments under operating leases;

**"Foreign Exchange Forward Contract" or "FEF Contract"** means a currency exchange transaction or agreement or any option with respect to any such transaction now existing or hereafter entered into between the Borrower and the Bank.

**"Funded Debt"** means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

**"Guarantor"** means any Person who has guaranteed the obligations of the Borrower under this Agreement;

**"Lease"** means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

**"Interest Expense"** means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances.

**"Investment"** means the acquisition (whether for cash, property, services, securities or otherwise) of shares, bonds, notes, debentures, partnership or other property interests or other securities of any other Person or any agreement to make any such acquisition;

**"Letter of Credit" or "LC"** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of paying suppliers of goods;

**"Letter of Guarantee" or "LG"** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

## ROYAL BANK OF CANADA CREDIT AGREEMENT – STANDARD TERMS

FORM 472 (07/2019)

**"Margin" or "Margined"** means that the availability of Borrowings under the credit facilities will be based on the Borrower's level of accounts receivable, inventory and Potential Prior Ranking Claims as determined by reference to regular reports provided to the Bank by the Borrower;

**"Overdraft"** means advances of credit by way of debit balances in the Borrower's current account;

**"Permitted Encumbrances"** means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

**"Person"** includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

**"Policy"** means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

**"Postponed Debt"** means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

**"Potential Prior-Ranking Claims"** means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

**"RBP" and "Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

**"RBUSBR" and "Royal Bank US Base Rate"** each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

**"Release"** includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

**"Tangible Net Worth"** means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

**"Total Liabilities"** means all liabilities exclusive of deferred tax liabilities and Postponed Debt;

**"Unfunded Capital Expenditures"** means Capital Expenditures not funded by either bank debt or equity proceeds.

**"US"** means United States of America.

**ROYAL BANK OF CANADA CREDIT AGREEMENT FORM - RBC COVARIETY  
DASHBOARD TERMS AND CONDITIONS**

**FORM 473A (10/2017)**

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("RBC Covarity Dashboard") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "Service"), then the following terms and conditions (the "RBC Covarity Dashboard Terms and Conditions") apply and are deemed to be included in, and form part of, the Agreement:

**1. Definitions.** For the purpose of the RBC Covarity Dashboard Terms and Conditions:

"**Disabling Code**" means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

"**Designated User**" an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

"**Electronic Channel**" means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

"**Electronic Communication**" means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

"**Electronically Submitted Certificates**" means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

"**Electronically Uploaded Financial Information**" means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

"**Internet**" means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

"**Password**" means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

"**Security Breach**" means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

"**Security Device**" means a combination of a User ID and Password.

"**Software**" means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

"**User ID**" means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

"**Virus**" means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse. Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

**2. Access to the Service.** The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower's financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

**ROYAL BANK OF CANADA CREDIT AGREEMENTFORM - RBC COVARTY  
DASHBOARD TERMS AND CONDITIONS**

**FORM 473A (10/2017)**

**3. Security Devices.** The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

**4. Security.** Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

**5. Unsecure Electronic Channels.** The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

**6. Notice of Security Breach.** The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

**7. Binding Effect.** Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.

**8. Representations and Warranties.** The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

**9. Evidence.** Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

**10. Limitation of Liability.** The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

**11. Termination.** The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate

**ROYAL BANK OF CANADA CREDIT AGREEMENTFORM - RBC COVARIETY  
DASHBOARD TERMS AND CONDITIONS****FORM 473A (10/2017)**

access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

**12. Amendment.** The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.



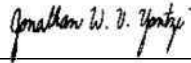
Attached is Exhibit "E"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



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Jonathan Yantzi

A COMMISSIONER, ETC.



## GUARANTEE AND POSTPONEMENT OF CLAIM

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by UNIQUE RESTORATIONS LTD. (hereinafter called the "customer") to the Bank or remaining unpaid by the customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "liabilities"); the liability of the undersigned hereunder being limited to the sum of \$475,000.00 **Four Hundred Seventy-Five Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate per annum in effect from time to time plus 0.900 Nine Tenths percent per annum** as well after as before default and judgement.

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

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

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

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

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the customer under any line(s) of credit.

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

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

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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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

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

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

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

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

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

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

GIVEN UNDER SEAL at TORONTO this 08 12 05 (MONTH) (DAY) (YEAR)

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Witness [Signature] JOHN KENNEDY Seal

Witness [Signature] MONICA KENNEDY Seal

Witness \_\_\_\_\_ Seal

Witness \_\_\_\_\_ Seal

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)  
CERTIFICATE OF NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL OF NOTARY PUBLIC)

\_\_\_\_\_  
A NOTARY PUBLIC IN AND FOR

(Guarantor to sign in presence of Notary Public)

**STATEMENT OF GUARANTOR**

I am the person named in the certificate \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the Borrower or Guarantor is a farmer in Saskatchewan, or the farmer or Guarantor owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE  
(SECTION 31)  
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

\_\_\_\_\_  
A LAWYER OR A NOTARY PUBLIC IN AND FOR

**STATEMENT OF GUARANTOR**

I am the person named in the certificate \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor

**GUARANTEE AND POSTPONEMENT OF CLAIM****TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by UNIQUE RESTORATIONS LTD. (hereinafter called the "customer") to the Bank or remaining unpaid by the customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "liabilities"); the liability of the undersigned hereunder being limited to the sum of \$475,000.00 Four Hundred Seventy-Five Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate per annum in effect from time to time plus 0.900 Nine Tenths percent per annum as well after as before default and judgement.

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

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

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

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

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the customer under any line(s) of credit.

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

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

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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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

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

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

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

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

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

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

GIVEN UNDER SEAL at Toronto this 09 11 2005.  
(MONTH) (DAY) (YEAR)

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Witness [Signature]

Witness [Signature]

[Signature]  
PIEFER LEBLANC  
Steven  
[Signature]  
LINDA LEBLANC



Witness \_\_\_\_\_

Witness \_\_\_\_\_



(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

**THE GUARANTEEES ACKNOWLEDGEMENT ACT, (ALBERTA)  
CERTIFICATE OF NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL OF NOTARY PUBLIC)

\_\_\_\_\_  
A NOTARY PUBLIC IN AND FOR

(Guarantor to sign in presence of Notary Public)

**STATEMENT OF GUARANTOR**

I am the person named in the certificate \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the Borrower or Guarantor is a farmer in Saskatchewan, or the farmer or Guarantor owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE  
(SECTION 31)  
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

\_\_\_\_\_  
A LAWYER OR A NOTARY PUBLIC IN AND FOR

**STATEMENT OF GUARANTOR**

I am the person named in the certificate \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor



LETTER OF INDEPENDENT LEGAL ADVICE

Date: SEPT. 18, 2017

To: ROYAL BANK OF CANADA (the "Bank")

I have been consulted by LINDA LEBLANC (the "Obligant") as to the liability which the Obligant would incur by taking the following action, vis., signing or endorsing the following.

FORM 812 GUARANTEE AND POSTPONEMENT OF CLAIM IN THE AMOUNT OF \$475,000.00 SIGNED JOINTLY AND SEVERALLY BY LINDA LEBLANC AND STEVEN LEBLANC

for the purpose of securing the liabilities, whether past, present or future, of UNIQUE RESTORATION LTD. (the "Customer") to the Bank.

I have advised the Obligant fully as to the effect of that action and the liability which the Obligant would incur by taking it, and the manner in which that liability could be enforced. The Obligant understands the nature and effect of and the liability which would arise from the taking by the Obligant of that action. I have given this advice to the Obligant as Solicitor for and in the Obligant's interest only, and without regard to or consideration for the interests of the Customer or of the Bank. I have not given any legal advice either to the Customer or to the Bank in connection with this matter.

Print Name, Address and Telephone number of Law firm / Notary's office

STARTEK, PEGLAR & CALCAGNI LLP  
Barristers & Solicitors  
952 Queenston Road  
Stoney Creek, Ontario L8G 1B7  
TEL: 905-662-7101

Yours truly,

Karen Fujiko Morimoto  
Notary Public

Solicitor Name (Print)  
(Quebec: solicitor or notary name) Province of Ontario

I hereby acknowledge that all the statements made in the foregoing letter are true and correct. Neither the Customer, nor the Bank nor any of the officers, employees or agents of either of them have used any compulsion or made any threat or exercised any undue influence to induce me to take the

action mentioned in that letter. KAREN MORIMOTO, the writer of that letter, in advising me as stated in it, was consulted by me as my personal Solicitor and in my own interest only.

LINDA LEBLANC  
Signature of obligant

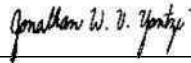
Attached is Exhibit "F"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



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Jonathan Yantzi

A COMMISSIONER, ETC.

E-FORM 812 (10/2012)  
RETENTION - N

## GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by 2039638 ONTARIO INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$475,000.00 Four Hundred Seventy-Five Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate per annum in effect from time to time plus 5.000 Five percent per annum as well after as before default and judgment.

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

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

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

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

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

E-FORM 812 (10/2012)

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

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

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

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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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

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

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

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

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

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

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

EXECUTED at TORONTO ONTARIO this 12/20/2012  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

S. Baxter  
Witness Name :

JOHN KENNEDY

S. Baxter  
Witness Name :

MONICA KENNEDY

Witness Name : \_\_\_\_\_

\_\_\_\_\_

Witness Name : \_\_\_\_\_

\_\_\_\_\_

## GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by 2039638 ONTARIO INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$475,000.00 Four Hundred Seventy-Five Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate per annum in effect from time to time plus 5.000 Five percent per annum as well after as before default and judgment.

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

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

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

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

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

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

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whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

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

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

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

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

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

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

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

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



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

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

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

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

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

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

EXECUTED at Toronto Ontario this 12/20/2012  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

S. Butts  
Witness Name:

[Signature]  
STEVEN LEBLANC

S. Butts  
Witness Name:

Linda LeBlanc  
LINDA LEBLANC

Witness Name:

\_\_\_\_\_

Witness Name:

\_\_\_\_\_

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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only where the guarantor is not a corporation

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)  
CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL OF NOTARY PUBLIC)

\_\_\_\_\_  
A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

(Guarantor to sign in presence of Notary Public)

I am the person named in the certificate

\_\_\_\_\_  
Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the Borrower or Guarantor is a farmer in Saskatchewan, or the farmer or Guarantor owns farm assets in Saskatchewan.)

THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE  
(SECTION 31)  
CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_ the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

\_\_\_\_\_  
A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate

\_\_\_\_\_  
Signature of Guarantor

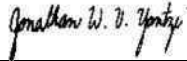
Attached is Exhibit "G"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



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Jonathan Yantzi

A COMMISSIONER, ETC.


**GENERAL SECURITY AGREEMENT**

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all inventory of whatever kind and wherever situate;
- (ii) all equipment (other than inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

## 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

## 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

#### 4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

**5. USE AND VERIFICATION OF COLLATERAL**

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

**6. SECURITIES, INVESTMENT PROPERTY**

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

**7. COLLECTION OF DEBTS**

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

**8. INCOME FROM AND INTEREST ON COLLATERAL**

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

**9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS**

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

**10. DISPOSITION OF MONEY**

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

**11. EVENTS OF DEFAULT**

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- (c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

## 12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

## 14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to,

perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## 15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).



16. Debtor represents and warrants that the following information is accurate:

**INDIVIDUAL DEBTOR**

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

**BUSINESS DEBTOR**

NAME OF BUSINESS DEBTOR <b>UNIQUE RESTORATION LTD.</b>			
ADDRESS OF BUSINESS DEBTOR 3910 Charles Street	CITY Burnaby	PROVINCE BC	POSTAL CODE V5C 3K8

**TRADE NAME (IF APPLICABLE)**

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 3 day of DEC 2010.

UNIQUE RESTORATION LTD.

WITNESS

WITNESS

**BRANCH ADDRESS**

TORONTO CONSTRUCTION & REAL ESTATE 2 BLOOR ST E 3RD FLR TORONTO ON M4W 1A8
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SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

2008-11-10 10:00:00 AM

**SCHEDULE "B"****1. Locations of Debtor's Business Operations**

3910 Charles Street  
Burnaby, BC  
V5C 3K8

**2. Locations of Records relating to Collateral (if different from 1. above)**

SAME AS ABOVE

**3. Locations of Collateral (if different from 1. above)**

SAME AS ABOVE

SCHEDULE A (E-FORM 924) 2008

**SCHEDULE "C"**  
(DESCRIPTION OF PROPERTY)

## GENERAL SECURITY AGREEMENT

E-FORM 924 (03/2008)

## 1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to ROYAL BANK OF CANADA ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions herefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all inventory of whatever kind and wherever situate;
- (ii) all equipment (other than inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, Industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" wherever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

## 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, whosoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

## 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

E-FORM 924 (03/2008)

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situated at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

#### 4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

E-FORM 924 (03/2008)

**5. USE AND VERIFICATION OF COLLATERAL**

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

**6. SECURITIES, INVESTMENT PROPERTY**

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

**7. COLLECTION OF DEBTS**

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

**8. INCOME FROM AND INTEREST ON COLLATERAL**

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

**9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS**

(a) Whether or not default has occurred, Debtor authorizes RBC:

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the Issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

**10. DISPOSITION OF MONEY**

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

**11. EVENTS OF DEFAULT**

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

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h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

#### 12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

#### 13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A.

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomsoever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

#### 14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to,



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perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

#### 15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

E-FORM 924 (03/2008)

16. Debtor represents and warrants that the following information is accurate:

**INDIVIDUAL DEBTOR**

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

**BUSINESS DEBTOR**

NAME OF BUSINESS DEBTOR 2039638 ONTARIO INC.			
ADDRESS OF BUSINESS DEBTOR 1220 MATHESON BLVD. EAST	CITY MISSISSAUGA	PROVINCE ON	POSTAL CODE L4W 1R2

**TRADE NAME (IF APPLICABLE)**

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 20 day of December, 2012.

2039638 ONTARIO INC.

S. Butts  
WITNESS

[Signature]  
Seal

S. Butts  
WITNESS

[Signature]  
Seal

**BRANCH ADDRESS**

TORONTO CONSTRUCTION & REAL ESTATE 2 BLOOR ST E 3RD FLR TORONTO ON M4W 1A8
---

E-FORM 924 (03/2008)

**SCHEDULE "A"**

(ENCUMBRANCES AFFECTING COLLATERAL)

E-FORM 924 (03/2008)

**SCHEDULE "B"****1. Locations of Debtor's Business Operations**

1220 MATHESON BLVD. EAST  
MISSISSAUGA, ON  
L4W1R2

**2. Locations of Records relating to Collateral (if different from 1. above)**

SAME AS ABOVE

**3. Locations of Collateral (if different from 1. above)**

SAME AS ABOVE

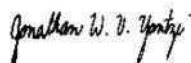
E-FORM 924 (03/2008)

**SCHEDULE "C"**  
(DESCRIPTION OF PROPERTY)

Attached is Exhibit "H"

Referred to in the  
AFFIDAVIT OF ROBERT FICK

Sworn before me  
this 21st day of January, 2021



---

Jonathan Yantzi  
A COMMISSIONER, ETC.

LRO # 43 Charge/Mortgage

Received as PR3426633 on 2018 12 21 at 13:06

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

**Properties**

*PIN* 13294 - 0061 LT *Interest/Estate* Fee Simple  
*Description* PT BLK C PL 904 MISSISSAUGA PT 35 43R1060, S/T RIGHT IN VS232424 ;  
 MISSISSAUGA  
*Address* 1220 MATHESON BOULEVARD EAST  
 MISSISSAUGA

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 2039638 ONTARIO INC.  
*Address for Service* 1220 Matheson Boulevard East  
 Mississauga, ON  
 L4W1R2

I, John Kennedy, President, have the authority to bind the corporation.  
 This document is not authorized under Power of Attorney by this party.

**Chargee(s)***Capacity**Share*

*Name* ROYAL BANK OF CANADA  
*Address for Service* Commercial Financial Services  
 2 Bloor Street East, 2nd Floor  
 Toronto, Ontario  
 M4W 1A8

**Provisions**

*Principal* \$3,600,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date* On Demand  
*Interest Rate* Prime + 5%  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 20015  
*Insurance Amount* Full insurable value  
*Guarantor*

**Signed By**

Michael Gordon McDonald 181 Bay St., Suite 1800, Box 754 acting for Signed 2018 12 21  
 Toronto Chargor(s)  
 M5J 2T9

Tel 416-863-1500

Fax 416-863-1515

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

AIRD & BERLIS LLP 181 Bay St., Suite 1800, Box 754 2018 12 21  
 Toronto  
 M5J 2T9

Tel 416-863-1500

Fax 416-863-1515

**Fees/Taxes/Payment**

*Statutory Registration Fee* \$64.40  
*Total Paid* \$64.40

LRO # 43 Charge/Mortgage

Received as PR3426633 on 2018 12 21 at 13:06

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

<b>File Number</b>
--------------------

Chargee Client File Number : 147772



ACKNOWLEDGEMENT AND DIRECTION

**TO:** All lawyers within the firm of Aird & Berlis LLP and any designees thereof

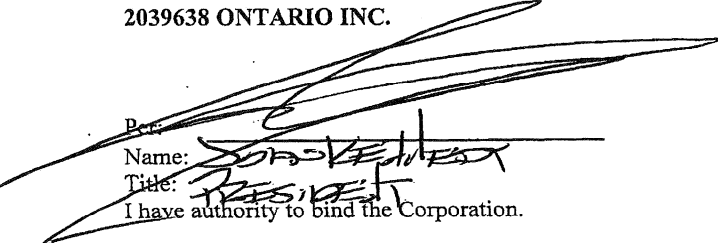
**RE:** 2039638 Ontario Inc. (the "Chargor") second collateral mortgage to Royal Bank of Canada (the "Chargee") secured on the property municipally known as 1220 Matheson Boulevard East, Mississauga, Ontario and legally described as PIN 13294-0061(LT) (the "Property") pursuant to a Credit Agreement between the Chargee and Unique Restoration Ltd. dated September 13, 2017, as amended by agreement dated November 27, 2018, and as may be further amended from time to time (the "Credit Agreement"), as guaranteed by the Chargor

This will confirm that:

1. the undersigned has reviewed the information contained on the documents attached hereto and this information is accurate;
2. Aird & Berlis LLP is authorized and directed to sign, register or release for electronic registration on behalf of the undersigned the following documents, copies of which are attached hereto:
  - (a) **Charge/Mortgage** - 1220 Matheson Boulevard East, Mississauga; \$3,600,000.00; and
  - (b) **Notice of Assignment of Rents (General)** - 1220 Matheson Boulevard East, Mississauga.
3. the effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to the undersigned, and the undersigned understands that it is a party to and bound by the terms and provisions of the electronic documents to the same extent as if the undersigned had signed the documents;
4. the undersigned is in fact party named in the electronic documents described in this Acknowledgement and Direction, and the undersigned has not misrepresented its identity to you;
5. in the event of an investigation into a fraudulent registration, the undersigned hereby authorizes Aird & Berlis LLP to release this Acknowledgement and Direction to the Director of Titles for the Ministry of Government Services;
6. the undersigned hereby irrevocably authorizes and directs Aird & Berlis LLP to complete all documentation referred to in paragraph 2 in the manner contemplated by an agreement between the parties, including, by inserting, without limitation, any dates, rates, amounts and registration numbers necessary to complete such documents and to make any amendments thereto that may be required by the Land Registry Office to effect certification of the electronic documents as described in this Acknowledgement and Direction by the Land Registry Office; and
7. the undersigned hereby confirms that the execution of the Acknowledgement and Direction by facsimile or electronic transmission shall be binding upon the undersigned and its successors and assigns and may be relied upon by Aird & Berlis LLP as if it were an original.

DATED this 17 day of DECEMBER, 2018.

2039638 ONTARIO INC.

Per:   
 Name: S. K. Kishor  
 Title: PRESIDENT  
 I have authority to bind the Corporation.

LRO # 43 Charge/Mortgage

In preparation on 2018 12 07 at 10:42

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

**Properties**

*PIN* 13294 - 0061 LT *Interest/Estate* Fee Simple  
*Description* PT BLK C PL 904 MISSISSAUGA PT 35 43R1060, S/T RIGHT IN VS232424 ;  
 MISSISSAUGA  
*Address* 1220 MATHESON BOULEVARD EAST  
 MISSISSAUGA

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* 2039638 ONTARIO INC.  
 Acting as a company  
*Address for Service* 1220 Matheson Boulevard East  
 Mississauga, ON  
 L4W1R2

I, , have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)***Capacity**Share*

*Name* ROYAL BANK OF CANADA  
 Acting as a company  
*Address for Service* Commercial Financial Services  
 2 Bloor Street East, 2nd Floor  
 Toronto, Ontario  
 M4W 1A8

**Provisions**

*Principal* \$3,600,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date* On Demand  
*Interest Rate* Prime + 5%  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms* 20015  
*Insurance Amount* Full insurable value  
*Guarantor*

**File Number**

*Chargee Client File Number* : 147772

LRO # 43 Notice Of Assignment Of Rents-General

In preparation on 2018 12 07 at 10:34

*This document has not been submitted and may be incomplete.*

yyyy mm dd Page 1 of 1

**Properties**

*PIN* 13294 - 0061 LT  
*Description* PT BLK C PL 904 MISSISSAUGA PT 35 43R1060, S/T RIGHT IN VS232424 ;  
 MISSISSAUGA  
*Address* 1220 MATHESON BOULEVARD EAST  
 MISSISSAUGA

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

*Name* 2039638 ONTARIO INC.  
 Acting as a company  
*Address for Service* 1220 Matheson Boulevard  
 Mississauga, ON  
 L4W1R2

I, , have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

*Name* ROYAL BANK OF CANADA  
 Acting as a company  
*Address for Service* Commercial Financial Services  
 2 Bloor Street East, 2nd Floor  
 Toronto, ON M4W 1A8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, to which this notice relates is deleted  
 Schedule:

**File Number**

*Party To Client File Number :* 147772

STATUTORY DECLARATION – POSSESSION

Canada )  
 Province of Ontario )  
 To Wit: )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )

**IN THE MATTER OF** a second collateral mortgage  
 (the "**Charge**") between 2039638 Ontario Inc. (the  
 "**Chargor**") in favour of Royal Bank of Canada (the  
 "**Chargee**") relating to the lands and premises legally  
 described as Pt Blk C Pl 904 Mississauga Pt 35  
 43R1060, S/T Right in VS232424; Mississauga as in  
 PIN 13294-0061(LT) and being municipally known as  
 1220 Matheson Boulevard East, Mississauga, Ontario  
 (the "**Property**"), in connection with a loan from the  
 Chargee to Unique Restoration Ltd. (the "**Borrower**"),  
 as guaranteed by the Chargor

I, John Kennedy, of the Town of Orangeville, Province of Ontario,  
 DO SOLEMNLY DECLARE THAT:

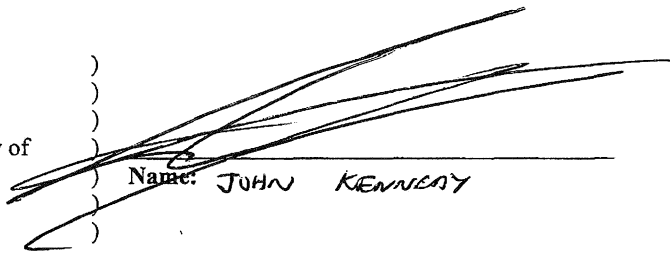
1. I am the President of the Chargor, and as such have knowledge of the matters herein.
2. The Chargor is the sole registered owner and beneficial owner of the Property and is aware that the Chargee is relying upon this Statutory Declaration in proceeding with the Charge to be registered on title to the Property.
3. The Chargor does not retain and has never held the fee, directly or indirectly, or the equity of redemption in, or a power or right to grant, assign, or exercise a power of appointment with respect to, or any other power to control the disposition of, any land abutting the Property.
4. I have no knowledge of any encumbrance or easement whatsoever affecting the Property, except as disclosed by the registered title.
5. Any and all accounts for municipal realty taxes (and any other assessments or levies imposed) and utilities (including gas, electricity and water) respecting the Property and all parts thereof due and owing on or prior to the date of this Statutory Declaration have been paid in full and am not in arrears in payments of any such amounts with respect to the Property.
6. To the best of my knowledge and belief, there are no executions in the Sheriff's hands affecting the Property to my knowledge and there are no judgments against me.
7. Attached hereto as Appendix "A" is a reference plan deposited July 10, 1973 completed by Ontario Land Surveyor, W.B. Starr and deposited on title to the Property as 43R1060 (the "**Survey**"). The Survey is the most recent survey/reference plan depicting the boundaries of the Property. I confirm that there are no buildings, fixtures, additions or other permanent structures (collectively, "**Improvements**") owned by me or legal occupiers of the Property which are not wholly situate within the boundaries of the Property as depicted in the Survey. I further confirm that no Improvements owned by the owners or occupiers of properties neighbouring the Property encroach onto the Property.
8. To the best of my knowledge, the present use of the Property and all Improvements located thereon comply with applicable by-laws.
9. The only tenant of the Property is the Borrower.
10. This Statutory Declaration and the registered title fully and fairly disclose all facts material to the title of the Property.
11. To the best of my knowledge and belief, with respect to the Property, the provisions contained in the *Construction Act*, Ontario have been complied with, and, to the best of my knowledge and belief, there are no claims for which a construction lien could be registered as all such claims have been paid in full. All accounts for work and services

performed or material places of furnished upon or in respect of any Improvements to the Property by or on behalf of the Chargor (excluding all tenant work or tenant owned improvements not undertaken by the Chargor at is expense) have been paid in full.

- 12. The Chargor is not now, and on the closing of the transaction contemplated herein, a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
- 13. I acknowledge that the Chargee and the Chargee's solicitors, Aird & Berlis LLP, are relying on this Statutory Declaration in connection with the registration of the Charge in respect to the above-noted transaction.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at  
City of Toronto, in the  
 Province of Ontario this 17 day of  
December, 2018.

  
 Name: JOHN KENNEY

  
 A Commissioner etc.

**Appendix "A"**  
**Reference Plan**

See attached.

34455924.2

PLAN OF SURVEY OF  
**BLOCKS B, C & D**  
**REGISTERED PLAN 904**  
TOWN OF MISSISSAUGA  
COUNTY OF PEEB  
SCALE 1" = 100 FEET  
W.B. STARR, O.S., 1973

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER PART II OF THE REGISTRY ACT.  
DATED: JULY 9, 1973  
W.B. STARR  
OUTRIG WILD SURVEYOR

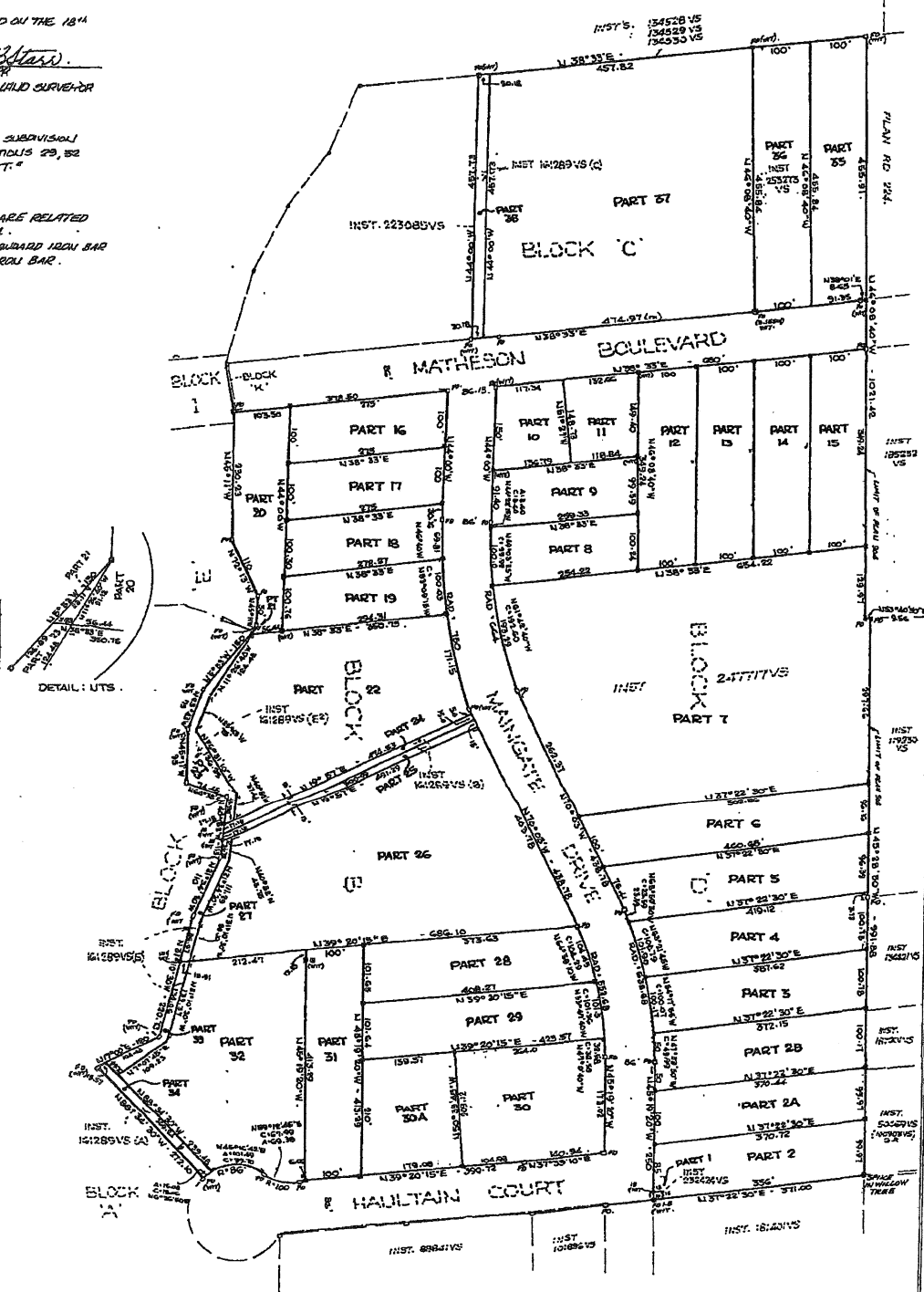
RECEIVED AND DEPOSITED AS PLAN 428 1060  
DATED: 19 JULY 1973  
MISSISSAUGA  
REGISTRAR FOR THE REGISTRY DIVISION OF PEEB (L.M.S.)

**SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY THAT:  
1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER.  
2) THE SURVEY WAS COMPLETED ON THE 18<sup>TH</sup> DAY OF OCTOBER, 1973.  
W.B. STARR  
OUTRIG WILD SURVEYOR

**NOTES:**  
1) THIS PLAN IS LET A PLAN OF SUBDIVISION WITHIN THE MEALINGS OF SECTIONS 29, 32 AND 33, OF THE PUNNING ACT.

**NOTES:**  
BEARINGS SHOWN HEREON ARE RELATED TO REGISTERED PLAN 904.  
+ DENOTES 1" x 1/4" x 1/4" STANDARD IRON BAR  
+ DENOTES 3/8" x 3/8" x 2" IRON BAR  
"FD" DENOTES "FOUND"

PART	DESCRIPTION	AREA
PART 1	EASEMENT BY INST. 223224VS.	0.844
PART 2	PT. BLOCK "D" - PLAN 904	0.869
PART 3	"	0.922
PART 4	"	0.965
PART 5	"	1.034
PART 6	"	3.883
PART 7	" (INST. 24717VS)	0.591
PART 8	"	0.584
PART 9	"	0.434
PART 10	"	0.469
PART 11	"	0.798
PART 12	"	0.798
PART 13	"	0.798
PART 14	"	0.798
PART 15	PART OF BLOCK "D" - PLAN 904	0.798
PART 16	PART OF BLOCK "B" - PLAN 904	0.622
PART 17	"	0.626
PART 18	"	0.630
PART 19	"	0.634
PART 20	PARTS OF BLOCK "B" - PLAN 904	0.712
PART 21	EASEMENT BY INST. 161289VS (E)	2.678
PART 22	PARTS OF BLOCK "B" - PLAN 904	4.237
PART 23	EASEMENT BY INST. 161289VS (E)	0.912
PART 24	EASEMENT BY INST. 161289VS (E)	0.670
PART 25	EASEMENT BY INST. 161289VS (E)	1.217
PART 26	PARTS OF BLOCK "B" - PLAN 904	0.944
PART 27	EASEMENT BY INST. 161289VS (E)	2.391
PART 28	EASEMENT BY INST. 161289VS (E)	1.642
PART 29	PART OF BLOCK "C" - PLAN 904	1.642
PART 30	"	1.642
PART 31	PARTS OF BLOCK "C" - PLAN 904	3.970
PART 32	EASEMENT BY INST. 161289VS (E)	0.844
PART 33	PART BLOCK "D" - PLAN 904	0.844
PART 34	"	0.844
PART 35	PART OF BLOCK "B" - PLAN 904	0.813



LRO # 43 Notice Of Assignment Of Rents-General

Received as PR3426642 on 2018 12 21 at 13:10

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 5

**Properties**

PIN 13294 - 0061 LT  
 Description PT BLK C PL 904 MISSISSAUGA PT 35 43R1060, S/T RIGHT IN VS232424 ;  
 MISSISSAUGA  
 Address 1220 MATHESON BOULEVARD EAST  
 MISSISSAUGA

**Applicant(s)**

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 2039638 ONTARIO INC.  
 Address for Service 1220 Matheson Boulevard  
 Mississauga, ON  
 L4W1R2

I, John Kennedy, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

Name ROYAL BANK OF CANADA  
 Address for Service Commercial Financial Services  
 2 Bloor Street East, 2nd Floor  
 Toronto, ON M4W 1A8

**Statements**

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, PR3426633 registered on 2018/12/21 to which this notice relates is deleted

Schedule: See Schedules

**Signed By**

Michael Gordon McDonald 181 Bay St., Suite 1800, Box 754 acting for Signed 2018 12 21  
 Toronto Applicant(s)  
 M5J 2T9

Tel 416-863-1500

Fax 416-863-1515

I have the authority to sign and register the document on behalf of all parties to the document.

Michael Gordon McDonald 181 Bay St., Suite 1800, Box 754 acting for Signed 2018 12 21  
 Toronto Party To(s)  
 M5J 2T9

Tel 416-863-1500

Fax 416-863-1515

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

AIRD & BERLIS LLP 181 Bay St., Suite 1800, Box 754 2018 12 21  
 Toronto  
 M5J 2T9

Tel 416-863-1500

Fax 416-863-1515

**Fees/Taxes/Payment**

Statutory Registration Fee \$64.40  
 Total Paid \$64.40

**File Number**

Party To Client File Number : 147772



E-FORM 750 (2000/03)

**ASSIGNMENT OF RENTS**

THIS INDENTURE made this 17 day of DECEMBER, 2018

BETWEEN:

**2039638 ONTARIO INC.** hereinafter called the "Assignor"  
OF THE FIRST PART,

and

**ROYAL BANK OF CANADA** hereinafter called the "Assignee"  
OF THE SECOND PART.

WHEREAS, by a Mortgage dated ~~the~~ December 21, 2018 and registered in the Land Registry Office for the Land (Registry/Titles) Division of Peel (No. 43) as instrument No PR3426633 the Assignor herein did grant and mortgage unto the Assignee herein the lands and premises more particularly described in Schedule "A" hereto annexed which Mortgage secures payment of the sum of \$3,600,000.00 DOLLARS and interest as therein mentioned and which Mortgage is hereinafter referred to as "the Mortgage". Whenever in this indenture reference is made to the Mortgage, it shall be deemed to include any renewals or extensions thereof and any Mortgage taken in substitution therefor either in whole or in part;

AND WHEREAS it is a condition of the lending of the monies secured or to be secured by the Mortgage, that the Assignor should assign to the Assignee, its successors and assigns, the rents reserved and payable and/or intended to be reserved and payable under, and all advantages and benefits to be derived from, leases of premises erected on the lands and premises more particularly described in Schedule "A" hereto (the "Leases") now or hereafter entered into by the Assignor as landlord with tenants thereof (Lessees) and including without limitation the specific leases referred to in Schedule "B" hereto annexed, as additional security for the payment of the money secured by the Mortgage, and for the performance of the covenants contained therein;

AND WHEREAS it is agreed that notwithstanding anything in this Indenture contained, the Assignee is not to be bound to advance the said mortgage monies or any unadvanced portion thereof;

NOW THEREFORE THIS INDENTURE WITNESSETH that the Assignor in consideration of the premises, the making of the said Mortgage, and the sum of One (\$1.00) Dollar now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged), doth covenant and agree with the Assignee as follows:

1. The Assignor hereby irrevocably transfers, assigns, and sets over to the Assignee all rents reserved and payable under the Leases (including without limitation the specific leases referred to in Schedule "B" hereto annexed) and all benefits and advantages to be derived therefrom, to hold and receive the same unto the said Assignee, its successors and assigns.
2. The Assignor covenants and agrees with the Assignee that the Assignor will not, without the consent in writing of the Assignee, permit any prepayment of rents payable under any of the Leases that will result in more than two months' of such rents being prepaid under such Leases, or variation, cancellation or surrender of any of the Leases, or of the terms, covenants, provisos or conditions thereof.
3. The Assignor covenants with the Assignee to perform and observe all the covenants, conditions and obligations binding upon it under the Leases.

4. The Assignor covenants and agrees irrevocably with the Assignee that the Assignee shall have the right to sue for payment and/or for enforcing anything in this Indenture herein contained in any or all of the following ways:

- (a) in its own name;
- (b) in the name of the Assignor, and
- (c) in the names of both the Assignor and the Assignee jointly.

5. The Assignor agrees to assign any of the said Leases to the Assignee upon request should the Assignee deem such assignment advisable for the protection of its security, such assignment to be on a form to be prepared by the Assignee's solicitors in such case.

6. PROVIDED, however, that until notified to the contrary in writing the Lessees shall pay the rent reserved under the Leases, (but only to the extent that the same may be due and payable under the Leases) to the said Assignor and any notice to the contrary required by this proviso may be effectively given by sending the same by registered mail to any Lessee at its premises on the lands and premises described in Schedule "A" hereto or by delivering the same personally to any Lessee, or an officer of such Lessee.

7. The Assignor does hereby declare that any direction or request from the Assignee to pay the rents reserved to the Assignee shall be sufficient warrant and authority to the said Lessee to make such payments, and the payments of the said rentals to the Assignee shall be and operate as a discharge of the said rents to the said Lessee.

8. The Assignor covenants and agrees with the Assignee not to renew nor extend any of the Leases at rentals reserved and payable of lesser amounts than are now reserved and payable under such Leases unless compelled to do so as the result of an Arbitration Award, or with the consent of the Assignee.

9. The Assignee covenants and agrees with the Assignor to release this Assignment of Rents upon payment in full of the Mortgage in accordance with the terms thereof and that the Assignee will, at the request and cost of the Assignor, reassign any unmatured rents to the Assignor. In the absence of such a request the delivery to the Assignor of a discharge or cessation of the Mortgage shall operate as a release and reassignment of such rents.

10. The Assignor hereby covenants and agrees to and with the Assignee that this Assignment and everything herein contained shall be irrevocable without the consent of the Assignee.

11. PROVIDED that nothing in this Indenture contained shall be deemed to have the effect of making the Assignee responsible for the collection of the said rents or any part thereof or for the performance of any covenants, terms or conditions either by the Assignor or by the Lessees contained in any of the said Leases, and that the Assignee shall not by virtue of these presents be deemed a mortgagee in possession of the lands and premises described in Schedule "A" hereto and the Assignee shall not be liable to account for any monies other than those actually received by it by virtue of these presents.

12. IT IS AGREED that waiver of or failure to enforce at any time or from time to time any of the rights of the Assignee under or by virtue of this Indenture shall not prejudice the Assignee's rights in the event of the breach, default or other occasion for the exercise of such rights again occurring.

13. IT IS HEREBY DECLARED AND AGREED that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns.

IN WITNESS WHEREOF the Assignor has hereunto affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

2039638 ONTARIO INC.

Per:

Name:

Title:

*[Handwritten Signature]*  
PRESIDENT

**SCHEDULE "A"**

Description of Property

**Boulevard East, Mississauga, Ontario, legally described by all of PIN 13294,0061 (LT), being:**

**PT BLK C PL 904 MISSISSAUGA PT 35 43R1060, S/T RIGHT IN VS232424; MISSISSAUGA**

**SCHEDULE "B"**

LESSEE  
REGISTRATION NO.

LEASE DATE  
(MM/DD/YYYY)

EXPIRY DATE  
(MM/DD/YYYY)

Nil.  
34577661.1

ACKNOWLEDGMENT

TO: Royal Bank of Canada ("RBC")

RE: Unique Restoration Limited (the "Borrower") loan from RBC guaranteed by 2039638 Ontario Inc. (the "Chargor"), secured by a fixed mortgage from the Chargor on the property municipally known as 1220 Matheson Blvd East, Mississauga, Ontario and legally described as in PIN 13294-0061 (LT) (the "Property") pursuant to a Credit Agreement dated September 13, 2017 between the Chargee and, as amended by agreement dated November 27, 2018

Each of the undersigned in the above transaction hereby acknowledges receiving a copy of Standard Charge Terms No. 20015 before signing the Acknowledgement and Direction re E-Reg authorizing the registration of the Charge/Mortgage.

Each of the undersigned understands that the said Standard Charge Terms are incorporated by reference into such Charge/Mortgage.

DATED this 17 day of DECEMBER, 2018.

2039638 ONTARIO INC.

Per:

Name: Son Kellie

Title: President

I have authority to bind the Corporation.

UNIQUE RESTORATION LIMITED

Per:

Name: Son Kellie

Title: President

I have authority to bind the Corporation.



CHARGE TERMS



E-FORM 964 (03/2003)

**LAND REGISTRATION REFORM ACT  
SET OF STANDARD CHARGE TERMS  
FOR ELECTRONIC DOCUMENTS  
(COLLATERAL CHARGES)**

**ROYAL BANK OF CANADA  
ROYAL TRUST CORPORATION OF CANADA**

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CHARGE TERMS

## LAND REGISTRATION REFORM ACT

E-FORM 964 (03/2003)

 SET OF STANDARD CHARGE TERMS  
 FOR ELECTRONIC DOCUMENTS  
 (COLLATERAL CHARGES)

 ROYAL BANK OF CANADA  
 ROYAL TRUST CORPORATION OF CANADA

 Filed by:  
 ROYAL BANK OF CANADA and  
 ROYAL TRUST CORPORATION OF CANADA

 Filing Date: June 28, 2001  
 Filing Number: 20015

The following set of standard charge terms shall apply to electronic documents submitted for registration under Part III of the *Land Registration Reform Act*, R.S.O. 1990, c.L.4, as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this set of standard charge terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act.

Any charge in an electronic format of which this set of standard charge terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge". Whenever reference is made in this set of standard charge terms to the Charge it shall include this set of standard charge terms and all terms and provisions of this set of standard charge terms.

Any reference to the "Computer Field" in the Charge means a computer data entry field in a charge registered pursuant to Part III of the Land Registration Reform Act into which the terms and conditions of the Charge may be inserted.

**1. CHARGE**

The chargor or chargors indicated in the Computer Field of the Charge entitled "Chargor" (the "Chargor") charges the lands and premises indicated in the Computer Field of the Charge entitled "Description" (the "Charged Premises") with the payment to the chargee indicated in the Computer Field of the Charge entitled "Chargee" (the "Chargee") of the principal and interest and all other monies secured by the Charge upon the terms as set out in the Charge.

**2. COLLATERAL SECURITY**

The Chargor has at the request of the Chargee agreed to give the Charge as a continuing collateral security for payment and satisfaction to the Chargee of all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, at any time owing by the Chargor to the Chargee incurred or arising either before or after the delivery for registration of the Charge and whether incurred by or arising from agreement or dealings between the Chargor and the Chargee or from any agreement or dealings with any third party by which the Chargee may be or become in any manner whatsoever a creditor of the Chargor or however otherwise incurred or arising anywhere within or outside Canada and whether the Chargor be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (such obligations, debts and liabilities being herein called the "Liabilities"). It is agreed by the Chargor and the Chargee that the Charge at any one time will secure only that portion of the aggregate principal component of the Liabilities outstanding at such time which does not exceed the sum set out in the Computer Field in the Charge entitled "Principal" (herein called the "Principal Amount"), together with any interest or compound interest accrued on the portion of the Principal Amount outstanding at such time at the Charge Rate, as hereinafter defined, plus such costs and expenses to which the Chargee is entitled pursuant to the Charge.

**3. COVENANTS REGARDING LIABILITIES**

The Chargor and the Chargee agree as follows:

(a) That the Chargor covenants to pay to the Chargee each and every amount, indebtedness, liability and obligation forming part of the Liabilities in the manner agreed to in respect of such amount, indebtedness, liability or obligation.

(b) That no part of the Liabilities existing at the date of the Charge or incurred or arising thereafter, shall be deemed to be unsecured by the Charge.

(c) That the Charge is and shall be a continuing collateral security to the Chargee for the amount of the Liabilities and interest and costs as provided in the Charge and shall be deemed to be taken as security for the ultimate balance of the Liabilities; and the Charge shall not, nor shall anything therein contained operate so as to create any merger or discharge of any debt owing to the Chargee or of any lien, bond, promissory note, bill of exchange or other security held by the Chargee either before or after registration of the Charge from the Chargor or from any other person or persons and the Charge shall not in any way prejudicially affect any security held either before or after the registration of the Charge by the Chargee for the Liabilities or any part thereof, or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Chargee for or on account of the Liabilities or any part or parts thereof, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of the Charge.

(d) That any and all payments made in respect of the Liabilities and interest and the monies or other proceeds realized from the sale of any securities held therefor, including the Charge, may be applied and reapplied notwithstanding any previous application on such part or parts of such Liabilities or interest as the Chargee may see fit or may be held unappropriated in a separate collateral account for such time as the Chargee may see fit.

(e) That the Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Chargor and all other persons, securities and guarantees as the Chargee may see fit without prejudicing the rights of the Chargee under the Charge.

(f) That the taking of judgement in respect of the Liabilities or any instrument or instruments now or hereafter representing or evidencing the Liabilities or under any of the covenants in the Charge or in any such instrument contained or implied shall not operate as a merger of the Liabilities or such instrument, instruments or covenants, nor affect the Chargee's right to interest at the rate and times provided in the Charge, nor affect nor prejudice any rights or remedies given to the Chargee by the terms of the Charge.

#### 4. INTEREST

##### (a) VARIABLE INTEREST RATE

If the interest rate indicated in the Computer Field of the Charge entitled "Rate" is based upon the Prime Rate, as hereinafter defined, the rate of interest chargeable on the Principal Amount is a rate equal to the Prime Rate per annum as the same will vary from time to time, plus the number of percentage points per annum, if any, indicated in the Computer Field of the Charge entitled "Rate" (the "Variable Interest Rate") and shall be payable monthly, and calculated monthly, not in advance, as well after as before maturity of the Charge, and both before and after default and judgment until paid.

The Variable Interest Rate will vary automatically, without notice to the Chargor, each time there is a change in the Prime Rate. The Variable Interest Rate will always be the Prime Rate plus the number of percentage points per annum, if any, indicated in the Computer Field of the Charge entitled "Rate", payable monthly and calculated monthly, not in advance, as well after as before maturity of the Charge and both before and after default and judgment until paid.

"Prime Rate" means the annual rate of interest announced from time to time by the Chargee being a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada. In the event that it may be necessary at any time for the Chargee to prove the Prime Rate applicable as at any time or times, it is agreed that the certificate in writing of the Chargee setting forth the Prime Rate as at any time or times shall be deemed to be conclusive evidence as to the Prime Rate as set forth in the said certificate.

##### (b) FIXED INTEREST RATE

If the interest rate indicated in the Computer Field of the Charge entitled "Rate" is a specified annual percentage not based on the Prime Rate (the "Fixed Interest Rate"), the rate of interest chargeable on the Principal Amount is that Fixed Interest Rate per annum, payable monthly, and calculated monthly, as well after as before maturity of the Charge, and both before and after default and judgment until paid.

(c) For the purposes of the Charge the Fixed Interest Rate or the Variable Interest Rate, as the case may be, are hereinafter referred to as the "Charge Rate". Whenever reference is made to the Charge Rate it shall mean the rate of interest indicated in the Computer Field of the Charge entitled "Rate", and interest shall be calculated and payable as set out in the Charge.

#### 5. DEFEASANCE

The provisions relating to defeasance contained in subsection 6(2) of the Land Registration Reform Act, shall be and are hereby expressly excluded from the terms of the Charge.

Provided the Charge shall be void upon the Chargor paying on demand to the Chargee the ultimate balance of the Liabilities, such balance not to exceed the Principal Amount, and all promissory notes, bills of exchange and any other instruments whatsoever from time to time representing the Liabilities or any part thereof, together with interest thereon either: a) where the Charge provides for a Variable Interest Rate, at the Variable Interest Rate per annum, calculated and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the Charge Rate; or b) where the Charge provides for a Fixed Interest Rate, at the Fixed Interest Rate per annum, calculated and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the same rate as on the Principal Amount and all other amounts payable by the Chargor under the Charge and paying any taxes, rates, levies, charges or assessments upon the Charged Premises no matter by whom or what authority imposed and observing and performing all covenants, provisos and conditions contained in the Charge.

#### 6. COMPOUND INTEREST

It is agreed that if default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the Charge Rate, and in case the interest and compound interest are not paid on the next payment date after the date of default a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the Charged Premises and shall be secured by the Charge.

#### 7. TAXES

With respect to municipal taxes, school taxes and local improvement rates (hereinafter referred to as "taxes") chargeable against the Charged Premises, it is mutually agreed between the parties to the Charge that:

(a) The Chargee may deduct from any advance of monies to the Chargor an amount sufficient to pay the taxes which have become or will become due and payable at the date of such advance and are unpaid at the date of such advance.

(b) The Chargor shall pay to the Chargee in monthly instalments on the dates on which instalments of principal and interest are payable under the Charge, sums sufficient to enable the Chargee to pay the whole amount of taxes on or before the due date for payment thereof or, if such amount is payable in instalments, on or before the due date for payment of the first instalment of taxes.

(c) Where the period between the date of the advance and the end of the calendar year is less than one year the Chargor shall pay to the Chargee in equal monthly instalments, during such period and during the next succeeding 12 months period, an amount estimated by the Chargee to be sufficient to pay, on or before the expiration of the said 12 months period, all taxes which shall become due and payable during the said two periods and during the balance of the year in which the said 12 months period expires; and the Chargor shall also pay to the Chargee on demand the amount, if any, by which the actual taxes exceed such estimated amount.



(d) Except as provided in the last preceding clause, the Chargor shall, in each and every month, pay to the Chargee one-twelfth of the amount (as estimated by the Chargee) of the taxes next becoming due and payable; and the Chargor shall also pay to the Chargee on demand the amount, if any, by which the said actual taxes exceed such estimated amount.

(e) The Chargee shall allow the Chargor interest on the average monthly balances standing in the Charge account from time to time to the credit of the Chargor for payment of taxes at a rate per annum, and at such times, as the Chargee may determine in its sole discretion; and the Chargor shall be charged interest at the Charge Rate, on the debit balance, if any, in the Charge account outstanding after payment of taxes by the Chargee, until such debit balance is fully repaid.

(f) The Chargor shall reimburse the Chargee, on demand, for any fees paid or charges incurred by the Chargee to a municipality or other tax authority from time to time in connection with the administration of the tax account, including any fees or charges for the obtaining of information or searches or certificates in respect thereof, or the payment of taxes in any manner and the Chargor authorizes the Chargee to deduct the amount of such fees or charges from the tax account.

The Chargee agrees to apply the foregoing deductions and payments to the taxes chargeable against the Charged Premises so long as the Chargor is not in default under any covenant, proviso or agreement contained in the Charge, but nothing contained in the Charge shall obligate the Chargee to apply such payments on account of taxes more often than yearly. Provided, however, that if, before any sum or sums so paid to the Chargee shall have been so applied, there shall be default by the Chargor in respect of any payment of principal or interest as provided in the Charge, the Chargee may apply such sum or sums in or towards payment of the principal and or interest in default. The Chargor further covenants and agrees to transmit to the Chargee the assessment notices, tax bills and other notices affecting the imposition of taxes forthwith after the receipt of same by the Chargor.

Notwithstanding the provisions set out in this section, the Chargee may elect not to require payment of taxes to it in which case the Chargor will pay all taxes as they fall due and will provide the Chargee with receipts confirming payment of same as the Chargee may require.

#### 8. DEEMED COVENANTS EXCLUDED

The covenants deemed to be included in a charge by subsection 7(l) of the Land Registration Reform Act, shall be and are hereby expressly excluded from the terms of the Charge.

#### 9. COVENANTS IN LIEU OF STATUTORY COVENANTS

The Chargor does hereby covenant, promise and agree to and with the Chargee as follows:

##### (a) To Pay and Observe Covenants

That the Chargor shall pay or cause to be paid to the Chargee, without deduction or abatement, the Principal Amount secured by the Charge with interest at the Charge Rate at the times and in the manner limited for payment thereof in the Charge, and shall do, observe, perform, fulfil and keep all the provisions, covenants, agreements and stipulations particularly set forth in the Charge, and, without limitation, shall pay any taxes, rates, levies, charges or assessments including, without limitation, utility charges, upon the Charged Premises or in respect thereof, no matter by whom or by what authority imposed, which the Chargee has paid or has been rendered liable to pay and shall also pay all other sums as the Chargee may be entitled to under the Charge.

##### (b) For Good Title

That the Chargor, at the time of delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible title in fee simple to the Charged Premises free of any trusts, reservations, limitations, provisos or conditions (except those contained in the original grant thereof from the Crown) or any other matter or thing to alter, charge, change, encumber or defeat the same.

##### (c) Right to Charge

That the Chargor has good right, full power and lawful and absolute authority to charge the Charged Premises with their appurtenances unto the Chargee in the manner set out in the Charge.

##### (d) Quiet Possession on Default

That from and after default in the payment of the Principal Amount, or the interest thereon, or any part thereof, or in the doing, observing, performing, fulfilling or keeping of one or more of the provisions, agreements or stipulations contained in the Charge, contrary to the true intent and meaning thereof, then in every such case, it shall be lawful for the Chargee, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the Charged Premises or the lands and premises intended to be charged by the Charge, with their appurtenances, without the let, suit, hindrance, interruption or denial of the Chargor, or any other person or persons whomsoever, free and clear of all arrears of taxes and assessments whatsoever due or payable upon or in respect of the Charged Premises or any part thereof and of and from all former conveyances, mortgages, charges, rights, annuities, debts, executions and recognizance and of any other charges or encumbrances whatsoever.

##### (e) Further Assurances

That from and after default shall happen to be made of or in the payment of the Principal Amount then outstanding, or the interest thereon, or any part of the Principal Amount or interest, as set forth in the Charge or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations in the Charge contrary to the true intent and meaning thereof, then and in every such case the Chargor, and all and every person or persons whosoever having, or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the Charged Premises by, from, under or in trust for the Chargor, shall and will, from time to time, and at all times thereafter, make, do, suffer and execute, deliver, authorize and register or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying, charging and assuring the Charged Premises unto the Chargee, as by the Chargee, or its solicitor shall or may be lawfully and reasonably devised, advised, or required.

## (f) Done No Act to Encumber

That the Chargor has not at any time heretofore made, done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby the Charged Premises or the premises intended to be charged by the Charge, or any part thereof, are, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate, or otherwise howsoever.

## (g) Insurance

- i) That the Chargor will forthwith insure and during the continuance of the Charge keep insured in favour of the Chargee against loss or damage by fire, lightning, windstorm, hail, earthquake, explosion, impact, vandalism, malicious acts, civil disturbance or riot, smoke, falling objects and other risks, hazards and perils which the Chargee might require to the full extent of their replacement cost in lawful money of Canada, each and every building on the Charged Premises and which may hereafter be erected thereon, both during erection and thereafter, and all fixtures as hereinafter defined or referred to, and all other risks, hazards and perils of any nature or kind which the Chargee might require depending on the nature of the Charged Premises or the use thereof, with a company or companies approved by the Chargee and shall pay all premiums and sums of money necessary for such purpose as the same shall become due; each policy of insurance shall provide that loss, if any, shall be payable to the Chargee as its interest may appear, subject to a standard form of mortgage clause or other mortgage clause approved by the Chargee and the Chargor will forthwith assign, transfer and deliver over unto the Chargee the policy of insurance and receipts thereto appertaining; and if the Chargor shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Chargee at least fifteen days before the termination of any insurance, evidence of renewal thereof, the Chargee shall be entitled, but shall not be obliged, to insure the said buildings or any of them, and if the Chargee shall pay any premiums or sums of money for insurance for the Charged Premises or any part thereof the amount of such payment shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate from the time of such payments and shall be payable at the time appointed for the next ensuing payment of interest on the said debt; and the Chargor shall forthwith on the happening of any loss or damage, furnish at the Chargor's own expense all necessary proofs and do all necessary acts to enable the Chargee to obtain payment of the insurance monies and the production of a printed copy of the Charge shall be sufficient authority for the said insurance company to pay any such loss to the Chargee, and the said insurance company is hereby directed thereupon to pay the same to the Chargee; and any insurance monies received may, at the option of the Chargee, be applied in rebuilding, reinstating or repairing the Charged Premises or be paid to the Chargor or any other person appearing by the registered title to be or to have been the owner of the Charged Premises or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Chargee, in whole or in part on account of the amounts secured by the Charge or any part thereof whether due or not then due.

- (ii) If the Charged Premises are part of a Condominium the insurance provisions set out in paragraph (a) above will not apply and the following will apply to the Charge:

That the Chargor or the Condominium Corporation or both of them will forthwith insure and during the continuance of the Charge keep insured in favour of the Chargee against loss or damage by fire, lightning, windstorm, hail, explosion, impact, vandalism, malicious acts, earthquake, civil disturbance or riot, smoke, falling objects and other risks, hazards and perils which the Chargee might require to the full extent of their replacement cost in lawful money of Canada, each and every building on the said land and which may hereafter be erected thereon, both during erection and thereafter and all fixtures as hereinafter defined or referred to and all other risks, hazards and perils of any nature or kind which the Chargee might require depending on the nature of the Charged Premises or the use thereof, with a company or companies approved by the Chargee; and the Chargor will forthwith assign, transfer and deliver unto the Chargee the policy or policies of insurance and receipts thereof appertaining and if the Chargor or Condominium Corporation or both of them shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or produce to the Chargee at least fifteen days before the termination of any insurance, evidence of renewal thereof the Chargee shall be entitled but shall not be obligated to insure the said buildings or any of them; and the Chargor or the Condominium Corporation or both of them shall forthwith on the happening of any loss or damage comply fully with the terms of the policies of insurance and, without limiting the generality of the obligation of the Chargor to observe and perform all the duties and obligations imposed on him by the Condominium Act, R.S.O 1990, c.C.26, as amended or replaced (the "Condominium Act") and by the Declaration and By-laws of the Condominium Corporation as hereinafter provided, shall comply with the insurance provisions of the Declaration; and the Chargor as a member of the Condominium Corporation shall seek the full compliance by the Condominium Corporation of the aforementioned covenants.

## 10. RELEASE

The Chargor has released, remised and forever quitted claim, and by these presents does release, remise, and forever quit claim unto the Chargee, all right, title, interest, claim and demand whatsoever of, in, unto and out of the Charged Premises and every part thereof, so as that the Chargor shall not or may not at any time hereafter have, claim, pretend to, challenge or demand the Charged Premises or any part thereof, in any manner howsoever, subject always to the proviso for defeasance.

**11. ENTRY AFTER DEFAULT AND POWER OF SALE**

Provided that the Chargee on default by the Chargor of payment of the portion of the Principal Amount then outstanding and interest or any part thereof required by the Charge or in the observing, performing, fulfilling or keeping of one or more of the covenants of the Chargor provided in the Charge may enter into possession of the Charged Premises or the lands and premises intended to be charged and take the rents, issues and profits and, whether in or out of possession, make such lease or leases as it shall think fit, and also on fifteen days' default as aforesaid and after giving at least thirty-five days' written notice to the persons and in the manner prescribed by Part III of the Mortgages Act, R.S.O. 1990, c. M.40, as amended (the "Mortgages Act"), may sell the Charged Premises or the lands and premises intended to be charged by the Charge or any part or parts thereof by public auction or private contract, or partly the one and partly the other, and may convey and assure the same when so sold to the purchaser or purchasers thereof as the purchaser shall direct and may do all such assurances, acts, matters and things as may be found necessary for the purposes aforesaid, and the Chargee shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid unless the same shall happen by reason of its wilful neglect or default. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with a grown-up person on the Charged Premises, if occupied, or by placing it on some portion of the Charged Premises, if unoccupied, or at the option of the Chargee, by mailing it by registered mail addressed to the Chargor at the Chargor's last known address and such notice shall be sufficient although not addressed to any person or persons by name or designation and notwithstanding that any person or persons to be affected thereby may be unknown, unascertained or under disability. It is hereby further agreed that the proceeds of sale under the Charge may be applied in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the Charged Premises or by reason of non-payment or procuring payment of monies, secured hereby or otherwise, and that the Chargee may sell all or any part of the Charged Premises on such terms as to credit and otherwise as shall appear to it most advantageous and for such price as can reasonably be obtained therefor and may make any stipulation as to title or evidence or commencement of title or otherwise which it may deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the Charged Premises and resell without being answerable for loss occasioned thereby, and, in the case of a sale on credit, the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as it shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease under the Charge; and that the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power or that such power had been improperly or irregularly exercised, or that such notice had not been given in compliance with the Mortgages Act, or had been given improperly, but any person damaged by an unauthorized, improper, or irregular exercise of the power shall have his remedy against the person exercising the power in damages only. The Chargee may sell fixtures, machinery, crops and standing or falltrees apart from the lands, and the purchaser as well as the Chargee shall have all necessary access for securing, cutting and removal. It is agreed between the parties to the Charge that nothing in this section contained shall prejudice or diminish any other rights and remedies and powers of the Chargee in the Charge contained or existing at law by virtue thereof.

And it is further agreed between the parties to the Charge that until such sale or sales shall be made as aforesaid, the Chargee shall and will stand possessed of the rents and profits of the Charged Premises in case it shall take possession of them on default as aforesaid and after such sale or sales shall stand possessed of the monies to arise and be produced from such sales, or which might arise from any insurance upon the Charged Premises or any part thereof upon trust firstly in payment of all the expenses incident to the sales, leases, conveyances, or attempted sales, leases or conveyances, secondly in payment of all costs, charges, damages and expenses of the Chargee relating to taxes, rents, insurance, repairs, utilities and any other amounts which the Chargee may have paid relating to the Charged Premises,

thirdly in discharge of all interest and costs then due in respect of the Charge, fourthly in discharge of the portion of the Principal Amount then outstanding secured by the Charge, fifthly in payment of any subsequent encumbrancers according to their priorities and the residue shall be paid to the Chargor as the Chargor may direct and shall also, in such event, at the request, cost and expense of the Chargor, transfer, release and assure unto the Chargor or to such person or persons as the Chargor shall direct and appoint, all such parts of the Charged Premises as shall remain unsold for the purposes aforesaid, discharged from all the Charge, but no person who shall be required to make or execute any such assurances shall be compelled for the making thereof to go or travel from his usual place of abode. Provided always, and it is hereby further declared and agreed by and between the parties to the Charge, that notwithstanding the power of sale and the other powers and provisions contained in the Charge, the Chargee shall have and be entitled to its right of foreclosure of the fee interest or equity of redemption of the Chargor in the Charged Premises as fully and effectually as it might have exercised and enjoyed the same in case the power of sale, and the other former provisos and trusts incident thereto had not been contained in the Charge.

**12. DISTRESS**

Provided that and it is further stipulated, provided and agreed by and between the parties to the Charge that the Chargee may distrain for arrears of interest against the Charged Premises or any part thereof and recover by way of rent reserved as in the case of a demise the arrears of interest and all costs and expenses incurred in such levy or distress and may also distrain for arrears of principal and monthly payments of taxes, if required, in the same manner as if the same were arrears of interest.

**13. PRINCIPAL DUE ON DEFAULT OF PERFORMANCE OF COVENANTS**

It is agreed by the Chargor and the Chargee that if any default shall occur in the performance of any covenant, proviso or agreement contained in the Charge or if any waste be committed or suffered on the Charged Premises, then, at the option of the Chargee, the principal amount secured by the Charge shall forthwith become due and payable subject to any relief afforded to the Chargor at law. The Chargee may, however, waive its right to call in the Principal Amount or any portion thereof then outstanding and shall not be therefore debarred from asserting and exercising its right to call in the principal amount upon the happening of any future default or breach.

**14. CHARGOR'S QUIET POSSESSION UNTIL DEFAULT**

Provided and it is agreed that until default in the payment of principal or interest secured by the Charge or intended so to be, or any part of either of the same, or in the performance of any of the provisions set forth in the Charge contrary to the true intent and meaning thereof, it shall be lawful for the Chargor peaceably and quietly to have, hold, use, occupy, possess and enjoy the Charged Premises, and receive and take the rents and profits thereof to the Chargor's own use and benefit, without let, suit, hindrance, interruption, or denial by the Chargee, or of or by any other person or persons whomsoever lawfully claiming, or who shall, or may lawfully claim by, from, under or in trust for the Chargee.

**15. BUILDINGS, ADVANCES AND COST OF SEARCH**

It is the intention of the parties to the Charge that the building or buildings erected or to be erected on the Charged Premises form part of the security for the full amount of the monies secured by the Charge; and that all advances are to be made in such manner, at such times and in such amounts up to the full amount of said monies as the Chargee, in its sole discretion, may determine. The Chargor agrees that notwithstanding the Chargor's authorization of registration and the registration of the Charge or the advancement of any part of the monies, the Chargee is not bound to advance the monies or any unadvanced portion thereof and the advance of the monies and any part thereof from time to time shall be in the sole discretion of the Chargee, but nevertheless the Charge shall take effect forthwith upon the delivery for registration of the Charge and the expenses of the examination of the title and of the Charge and valuation are to be secured hereby, the same to be charged by the Charge upon the Charged Premises and shall be without demand thereof, payable forthwith with interest at the Charge Rate and in default the Chargee's power of sale hereby given, and all other remedies under the Charge or at law shall be exercisable.

**16. FIXTURES**

It is hereby mutually covenanted and agreed by and between the Chargor and the Chargee that all erections and improvements fixed or otherwise either on the date of delivery for registration of the Charge or thereafter put upon the Charged Premises, including but without limiting the generality of the foregoing, all fences, heating, piping, plumbing, aerials, air conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, cleaning and drying equipment, window blinds, radiators and covers, fixed mirrors, fitted blinds, storm windows and storm doors, window screens and screen doors, shutters and awnings, floor coverings, and all apparatus and equipment appurtenant thereto, and all farm machinery and improvements, fixed or otherwise and even though not attached to the lands otherwise than by their own weight, are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the Charged Premises and shall be a portion of the security for the amounts secured by the Charge.

**17. PARTIAL RELEASE**

Provided that the Chargee may at all times release any part or parts of the Charged Premises or any other security or any surety for payment of all or any part of the monies secured by the Charge or may release the Chargor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Chargee and without thereby releasing any other part of the Charged Premises, or any other securities or covenants contained in the Charge, it being especially agreed that notwithstanding any such release the Charged Premises, securities and covenants remaining unreleased shall stand charged with the whole of the monies secured by the Charge and all legal and other expenses incurred by the Chargee in connection with such release or releases.

**18. DEFAULT IN PRIOR CHARGES**

It is hereby agreed by and between the Chargor and the Chargee that should default be made by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any mortgage, charge, lien or other encumbrance to which the Charge is subject or subordinate, then and in that event the monies secured by the Charge shall forthwith become due and be payable, at the option of the Chargee, and all the powers in and by the Charge conferred shall become exercisable, and the powers of sale contained in the Charge may be exercised as therein provided.

**19. LIENS AND CONSTRUCTION**

Provided also that upon the registration of any lien against the Charged Premises, or in the event of any buildings being erected thereon being allowed to remain unfinished or without any work being done on them for a period of ten (10) days, the portion of the Principal Amount then outstanding and interest and all other amounts secured by the Charge shall, at the option of the Chargee, forthwith become due and payable. In the event that a construction lien is registered against the Charged Premises, the Chargee shall have the right, but not the obligation to pay into court such amounts as may be required to remove the lien from title to the Charged Premises. Any amounts so paid by the Chargee, together with all expenses incurred by the Chargee in connection therewith, including all solicitor's charges or commissions, as between a solicitor and his client, shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

**20. WASTE, VACANCY, REPAIR AND BUILDING COMPLETION**

The Chargor covenants and agrees with the Chargee that the Chargor will not permit waste to be committed or suffered on the Charged Premises and that the Chargor will maintain the buildings or other improvements on the Charged Premises in good order and repair to the satisfaction of the Chargee and will not permit or suffer them to become or remain vacant and the Chargee may, but shall not be obliged to, make such repairs, improvements and alterations as it may deem necessary or complete the construction or reconstruction of any building on the Charged Premises, and the cost of repair, construction or reconstruction shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

**21. INSPECTION**

The Chargee, its agent, employees, and independent contractors may, at any time, enter upon the Charged Premises to fully inspect the Charged Premises and where deemed necessary and/or advisable by the Chargee, notwithstanding section 14 hereof, to conduct investigations including intrusive testing and sampling on the Charged Premises for the purpose of determining the presence of or the potential for environmental contamination and the reasonable cost of such inspection shall be added to the debt secured by the Charge and shall bear interest at the Charge Rate, and shall, with such interest, be a charge on the Charged Premises prior to all claims thereon subsequent to the Charge and shall be payable forthwith on demand.

**22. ALTERATIONS**

The Chargor covenants and agrees with the Chargee that the Chargor will not make or permit to be made any alterations or additions to the Charged Premises without the prior written consent of the Chargee.

**23. PROHIBITION AGAINST RENTAL**

If the Charged Premises are or are intended to be used as residential premises then the following provisions shall apply:

(a) The Chargor represents, warrants, covenants and agrees that no part of the Charged Premises are rented or occupied by a Tenant (as defined herein) and further covenants and agrees not to rent, lease, enter into a tenancy agreement or allow occupancy by a Tenant of the whole or any part of the Charged Premises (any of the aforesaid being hereinafter referred to as "Renting") without first obtaining the consent in writing of the Chargee which consent may be refused at the sole discretion of the Chargee; further the Chargor covenants and agrees not to enter into any negotiations with respect to Renting without the consent in writing of the Chargee, which consent may be refused, restricted or made conditional at the sole discretion of the Chargee; if a restricted or conditional consent to Renting or negotiations relating to Renting is given, the Chargor covenants and agrees to abide by such restrictions or conditions;

(b) The Renting of the whole or any part of the Charged Premises without the written consent of the Chargee shall be deemed to have been done with the object of discouraging the Chargee from taking possession of the Charged Premises on default or adversely affecting the value of the Chargee's interest in the Charged Premises within the meaning of Section 52(1) of the Mortgages Act.

(c) In the event that any of the covenants contained in this section shall be breached then, at the option of the Chargee, all monies hereby secured with accrued interest thereon shall forthwith become due and payable;

(d) If the whole or any part of the Charged Premises are rented to a Tenant with or without the consent of the Chargee, at such time as the Chargee is entitled to enforce its rights under the Charge by reason of default of the Chargor, the Chargee may, at its discretion, pay to any Tenant a sum of money, in such amount as it considers advisable, as consideration for obtaining the cooperation of such Tenant in selling the Charged Premises, showing the Charged Premises and obtaining possession from the Tenant or for any one or more of the above. It is recognized that the payment of such amount will be a cost of realization on this security and the amount so paid shall be added to the debt hereby secured and be a charge on the Charged Premises and shall bear interest at the Charge Rate and shall have priority over all encumbrances subsequent to the Charge and shall be payable forthwith by the Chargor to the Chargee; the Chargor appoints the Chargee to be its true and lawful attorney and agent to enforce all the terms of any tenancy agreement entered into by the Chargor with respect to all or any part of the Charged Premises and to cancel or terminate any such tenancy agreement and in this connection to make, sign and execute any and all documents in the name of the Chargor which it, as Chargee, may consider desirable;

(e) When used in this section Tenant shall have the meaning set out in Section 1 of the Tena Protection Act, 1997, S.O. 1997, c.24, as amended.

**24. NON-MERGER**

Provided and it is agreed, that the taking of a judgment or judgments on any of the covenants contained in the Charge shall not operate as a merger of the said covenant or affect the Chargee's right to interest at the rate and times provided in the Charge; and further that said judgement shall provide that interest thereon shall be computed at the Charge Rate and in the same manner as provided in the Charge until the said judgement shall have been fully paid and satisfied.

**25. RIGHTS ON DEFAULT**

And the Chargor covenants and agrees with the Chargee that in the event of default in the payment of any instalment of principal, interest or taxes secured by the Charge or any other monies payable under the Charge by the Chargor or on breach of any covenant, proviso or agreement contained in the Charge after all or any part of the monies secured by the Charge have been advanced, the Chargee may at such time or times as it may deem necessary and without the concurrence of any other person enter upon the Charged Premises and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Charged Premises, or for inspecting, taking care of, leasing, collecting the rents of, and managing generally the Charged Premises, and for environmental remediation to bring the Charged Premises into compliance with recognized environmental standards, statutory or otherwise, as it may deem expedient, and all reasonable costs, charges and expenses including allowances for the time and service of any employee of the Chargee or other person appointed for the above purposes shall be forthwith payable by the Chargor to the Chargee, and shall be a charge upon the Charged Premises prior to all claims thereon subsequent to the Charge and shall bear interest at the Charge Rate until paid.

**26. OBLIGATIONS SURVIVE SALE**

Provided further that no sale or other dealing by the Chargor with the Charged Premises or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies secured by the Charge.

**27. DUE ON SALE**

Provided that in the event of the Chargor selling, conveying, transferring, or entering into any agreement of sale or transfer of the title of the Charged Premises then, at the option of the Chargee, all monies secured by the Charge shall forthwith become due and payable.

**28. PRIOR ENCUMBRANCES**

It is further stipulated, provided and agreed, that the Chargee may pay the amount of any encumbrance, lien or charge existing now or existing after the date of the Charge, or to arise or to be claimed upon the Charged Premises having priority over the Charge, including, without limitation, any taxes, utility charges or other rates on the Charged Premises, any construction lien, or any amounts payable to a Condominium Corporation, and may pay all costs, charges and expenses and all solicitor's charges or commissions, as between a solicitor and his client, which may be incurred in taking, recovering and keeping possession of the Charged Premises and generally in any proceedings or steps of any nature whatever properly taken in connection with or to realize upon this security, or in respect of the collection of any overdue interest, principal, insurance premiums or any other monies whatsoever payable by the Chargor under the Charge whether any action or any judicial proceedings to enforce such payments has been taken or not, and the amount so paid and insurance premiums for fire or other risks or hazards and any other monies paid under the Charge by the Chargee shall be added to the debt secured by the Charge and be a charge on the Charged Premises and shall bear interest at the Charge Rate, and shall be payable forthwith by the Chargor to the Chargee, and the non-payment of such amount shall be a default of payment within the meaning of those words in the paragraph dealing with power of sale and shall entitle the Chargee to exercise the power of sale and all other remedies hereby given. In the event of the Chargee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the monies advanced on the security or otherwise, it shall be entitled to all the rights, equities and securities of the person or persons, company, corporation, or government so paid off, and is hereby authorized to retain any discharge thereof, without registration, for a longer period than six months if it thinks proper to do so.

**29. ONTARIO NEW HOME WARRANTIES PLAN ACT**

If the Chargee incurs any cost or expense of any nature or kind in any way arising from or relating to the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31, as amended (the "ONHWPA"), including, without any limitation whatsoever, any cost or expense relating to registration as a vendor under the ONHWPA or enrolling the Charged Premises or entering into any agreement or agreements relating to performance of warranty obligations or performing any warranty obligations, all such cost and expense shall be added to the debt hereby secured and be a charge on the Charged Premises in priority to all other encumbrances registered or arising subsequent to the Charge and shall bear interest at the Charge Rate and shall be payable forthwith by the Chargor to the Chargee.

**30. EXTENSIONS**

Provided that no extension of time given by the Chargee to the Chargor, or anyone claiming under the Chargor or any other dealing with the owner of the Charged Premises, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the monies hereby secured.

**31. DISCHARGE**

The Chargee shall have a reasonable time after payment in full of the monies secured by the Charge within which to prepare and register a discharge or, if requested, and if required by law to do so, an assignment of the Charge, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee and all legal and other expenses for the preparation and registration of such discharge or assignment and any administrative charge or fee of the Chargee shall be borne by the Chargor.

**32. OTHER SECURITY**

The Charge is in addition to and not in substitution for any other security held by the Chargee including any promissory note or notes for all or any part of the monies secured under the Charge, and it is understood and agreed that the Chargee may pursue its remedies thereunder or under the Charge either concurrently or successively at its option. Any judgment or recovery under the Charge or under any other security held by the Chargee for the monies secured by the Charge shall not affect the right of the Chargee to realize upon this or any other such security.

Without limiting the generality of the foregoing, the Charge is in addition to, and not in substitution for, any other charges now or hereafter held by the Chargee over the Charged Premises as security for monies secured under the Charge or any other monies due to the Chargee.

It is understood and agreed that the aggregate of principal amounts secured by the Charge and any such other charges shall be the aggregate of the Principal Amount of the Charge and the principal amounts secured under any such other charges.

**33. PLACE OF PAYMENT AND WITHHOLDINGS FROM PAYMENTS**

(a) *Place of Payment.* Provided that all such payments secured by the Charge shall be made at the branch of the said Chargee designated in the Charge, or at such other place as the Chargee may designate in writing to the Chargor, in lawful money of Canada.

(b) *Withholdings from Payments.* If the Chargor is required by law to make any deduction or withholding from any sum payable by the Chargor to the Chargee under the Charge, then the sum payable by the Chargor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Chargee receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or been required to be made; and the Chargor shall pay the full amount to be deducted or withheld to the relevant taxation or other authority within the time allowed for such payment under applicable law and shall deliver to the Chargee within thirty days after the Chargor has made such payment to the applicable authority a receipt issued by such authority evidencing such payment.

(c) **Tax on Loan.** The Chargor shall pay to the Chargee, on demand, the amount of any income, corporate, withholding or similar taxes (other than the Chargee's income taxes) (the "Income Taxes") that may be imposed upon or in respect of the Principal Amount from time to time outstanding, together with interest thereon that the Chargee may be called upon to pay, together with interest from the date on which such Income Taxes are paid by the Charge at the rate and compounded in the manner provided in the Charge.

#### 34. SPOUSE'S CONSENT

The spouse of the Chargor so named in the Charge hereby consents to the transaction evidenced by the Charge and releases all interest in the Charged Premises to the extent necessary to give effect to the rights of the Chargee under the Charge, and agrees that the Chargee may, without further notice, deal with the Charged Premises and the debt created by the Charge as the Chargee may see fit.

#### 35. FAMILY LAW ACT

The Chargor covenants and agrees that:

(a) the Chargor or the owner from time to time of the Charged Premises will advise and keep advised the Chargee as to whether the Chargor or the owner from time to time is a spouse as defined in the Family Law Act, R.S.O. 1990, c. F.3, as amended (the "Family Law Act"), and if so, the name of the Chargor's spouse, and of any change in the Chargor's spousal status or in the status of the Charged Premises as a matrimonial home within the meaning of the Family Law Act, and

(b) forthwith on request the Chargor will furnish the Chargee with such evidence in connection with any of the matters referred to in clause (a) above as the Chargee may from time to time require, including, without limitation, the Chargor's and the Chargor's spouse's name, address and birth date and the Chargor's and the Chargor's spouse's authorization to the Registrar under the Vital Statistics Act, R.S.O. 1990, c.V.4, as amended, to provide the Chargee from time to time on request all information in its possession relative to any marriage, divorce or death of the Chargor or the Chargor's spouse, and on default the Principal Amount, interest and all other monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable.

#### 36. SEVERABILITY OF ANY INVALID PROVISIONS

It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with the provisions of any applicable statute or regulation thereunder or any other applicable law, or would by reason of the provisions of any such statute or regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the advances secured by the Charge which it would otherwise be able to collect under such statute or regulation or other applicable law, then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

#### 37. NO PREJUDICE FROM FAILURE TO ENFORCE RIGHTS

Provided that no failure to enforce at any time or from time to time any of the rights of the Chargee under the Charge shall prejudice such rights or any other rights of the Chargee; no performance or payment by the Chargee in respect of any breach or default under the Charge of the Chargor shall relieve the Chargor from any default thereunder; and no waiver at any time or from time to time of any such rights of the Chargee shall prejudice such rights in the event of any future default or breach.

#### 38. FARM LANDS

If the Charged Premises are farm lands, the Chargor will in each year during the currency of the Charge either put into crop or summer fallow in good, proper and husbandlike manner every portion of the Charged Premises which has been or may hereafter be brought under cultivation, and will keep the Charged Premises clean and free from all noxious weeds and generally see that the Charged Premises do not depreciate in any way.

#### 39. CHANGE OF CORPORATE CONTROL

Where the Chargor is a corporation the Chargor covenants and agrees that in the event that:

(a) the Chargor fails to supply to the Chargee, in a form satisfactory to the Chargee, such information relating to the ownership of its shares as the Chargee may from time to time require; or

(b) without the written consent of the Chargee first had and obtained,

(i) the Chargor issues or redeems any of its shares or transfers any of its shares,

(ii) there is a sale or sales of the shares of the Chargor which result in the transfer of the legal or beneficial interest of any of the shares of the Chargor, or

(iii) the Chargor amalgamates, merges or consolidates with any other corporation,

and the result of any of the foregoing is a change in the effective control of the majority of the voting shares of the Chargor, then all monies secured by the Charge together with accrued interest thereon shall forthwith become due and payable at the option of the Chargee and the Chargee's powers of sale hereby given and all other remedies for enforcement shall be exercisable.

**40. COMPLIANCE WITH THE LAW AND ENVIRONMENTAL COMPLIANCE**

The Chargor hereby represents and warrants to the Chargee that:

(a) there is not in, on or about the Charged Premises any product or substance or condition (including, without restriction, contaminants, wastes, moulds or hazardous or toxic materials), equipment or anything else which contravenes any statute, regulation, by-law, order, direction or equivalent relating to the protection of the environment or which is not being dealt with according to best recognized practices relating to the environment;

(b) to the best of the knowledge of the Chargor, no circumstance has existed on the Charged Premises or exists or has existed on any land adjacent to the Charged Premises which constitutes or could reasonably constitute contravention of any statute, regulation, order, by-law, direction or equivalent relating to the protection of the environment;

(c) no claim or notice of any action, investigation or proceeding of any kind has been threatened, made or issued or is pending relating to an environmental condition on the Charged Premises; and

(d) the Charged Premises are being used in compliance with all statutes, regulations, orders, by-laws, directions and equivalent relating to the protection of the environment.

The Chargor hereby covenants and agrees with the Chargee as follows:

(a) the Chargor shall give to the Chargee immediate notice of any material change in circumstances in respect of the Charged Premises or adjacent land which would cause any of the representations and warranties contained in the immediately preceding paragraphs (a) to (d) inclusive to become untrue; and

(b) the Chargor shall not permit or create, and shall not allow anyone else to permit or create, any circumstance on the Charged Premises which would constitute or could reasonably constitute a contravention of any statute, regulation, order, by-law, direction or equivalent relating to the protection of the environment.

The Chargor further covenants and agrees with the Chargee at all times promptly to observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders, regulations and equivalent of every government authority dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, contaminants, wastes, hazardous or toxic materials, building construction, public health and safety, and all private covenants and restrictions affecting the Charged Premises or any portion thereof and the Chargor shall from time to time, upon request of the Chargee, provide to the Chargee evidence of such observance and compliance and pay immediately when due the cost of removal of any such contaminants, wastes and materials, and shall at its own expense make any and all improvements thereon or alterations to the Charged Premises structural or otherwise and shall take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order, regulation, covenant or equivalent; and the Chargor shall cause its tenants, agents and invitees to comply with all the foregoing at their own expense.

The Chargor shall indemnify and hold harmless the Chargee (and its directors, officers, employees and agents) from and against all loss, cost, damage or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claim) due to the Chargor's failure to comply with any of the covenants and agreements in this clause, or due to the presence of any contaminant, waste, mould or hazardous or toxic material referred to in this clause, as well as any lien or priority asserted with respect thereto, and this indemnity shall survive the discharge of the Charge or the release from the Charge of part or all of the Charged Premises.

**41. CONDOMINIUMS**

If the Charge is of a unit or units within a Condominium the following provisions shall apply:

(a) The Chargor covenants and agrees at all times and from time to time to observe and perform all duties and obligations imposed on the Chargor by the Condominium Act and by the Declaration, the by-laws, and the rules as amended from time to time, of the Condominium Corporation, by virtue of the Chargor's ownership of the Charged Premises. Any breach of the said duties and obligations shall constitute a breach of covenant under the Charge.

(b) Without limiting the generality of the foregoing, the Chargor covenants and agrees that the Chargor will pay promptly when due any contributions to common expenses required of the Chargor as an owner of the Charged Premises and in the event of default in doing so the Chargee, at its option, may pay the same and the amount so paid shall be added to the debt secured by the Charge and shall be a charge on the Charged Premises and shall bear interest at the Charge Rate from the time of such payments and shall be payable forthwith by the Chargor to the Chargee whether or not any payment in default has priority to the Charge or any part of the monies secured thereby.

(c) The Chargor hereby irrevocably authorizes and empowers the Chargee to exercise the right of the Chargor as an owner of the Charged Premises to vote or to consent in all matters relating to the affairs of the Condominium Corporation provided that:

(i) the Chargee may at any time or from time to time give notice in writing to the Chargor and the said Condominium Corporation that the Chargee does not intend to exercise the said right to vote or consent and in that event until the Chargee revokes the said notice the Chargor may exercise the right to vote. Any such notice may be for an indeterminate period of time or for a limited period of time or for a specific meeting or matter;

(ii) the Chargee shall not by virtue of the assignment to the Chargee of the right to vote or consent be under any obligation to vote or consent or to protect the interests of the Chargor; and

(iii) the exercise of the right to vote or consent shall not constitute the Chargee a chargee in possession.

(d) The Chargor covenants and agrees to advise the Condominium Corporation to send all notices to the Chargee and to notify the Chargee of any breaches by the Condominium Corporation that come to the attention of the Chargor in order that the Chargee is kept fully informed.



## 42. RECEIVERSHIP

Notwithstanding anything contained in the Charge, it is declared and agreed that at any time and from time to time when there shall be default under the provisions of the Charge, the Chargee may, at such time and from time to time and with or without entry into possession of the Charged Premises, or any part thereof, by instrument in writing appoint any person, whether an officer or officers or an employee or employees of the Chargee or not, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) of the Charged Premises, or any part thereof, and of the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any receiver and appoint another in such receiver's stead, and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor, but no such appointment shall be revocable by the Chargor. Upon the appointment of any such receiver from time to time the following provisions shall apply:

(a) Every such receiver shall have unlimited access to the Charged Premises as agent and attorney for the Chargor (which right of access shall not be revocable by the Chargor) and shall have full power and unlimited authority (which power and authority shall not be revocable by the Chargor) to:

- (i) collect the rents and profits from tenancies whether created before or after these presents;
- (ii) rent any portion of the Charged Premises which may be or become vacant on such terms and conditions as the receiver considers advisable and enter into and execute leases, accept surrenders and terminate leases;
- (iii) complete the construction of any building or buildings or other erections or improvements on the Charged Premises left by the Chargor in an unfinished state or award the same to others to complete and purchase, repair and maintain any personal property including, without limitation, appliances and equipment, necessary or desirable to render the premises operable or rentable, and take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances) and property of every kind and description; and
- (iv) manage, operate, repair, alter or extend the Charged Premises or any part thereof.

The Chargor undertakes to ratify and confirm whatever any such receiver may do in the Charged Premises.

(b) The Chargee may at its discretion vest the receiver with all or any of the rights and powers of the Chargee.

(c) The Chargee may fix the reasonable remuneration of the receiver who shall be entitled to deduct the same out of the revenue or the sale proceeds of the Charged Premises.

(d) Every such receiver shall be deemed to be the agent or attorney of the Chargor and, in no event, the agent of the Chargee and the Chargee shall not be responsible for the receiver's acts or omissions.

(e) The appointment of any such receiver by the Chargee shall not result in or create any liability or obligation on the part of the Chargee to the receiver or to the Chargor or to any other person and no appointment or removal of a receiver and no actions of a receiver shall constitute the Chargee a chargee in possession of the Charged Premises.

(f) No such receiver shall be liable to the Chargor to account for monies other than monies actually received by the receiver in respect of the Charged Premises, or any part thereof, and out of such monies so received every such receiver shall, in the following order, pay:

- (i) the remuneration of the receiver aforesaid;
- (ii) all costs and expenses of every nature and kind incurred by the receiver in connection with the exercise of the receiver's powers and authority hereby conferred;
- (iii) interest, principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to the Charge, including taxes;
- (iv) to the Chargee, all interest, principal and other monies due under the Charge to be paid in such order as the Chargee in its discretion shall determine;
- (v) and thereafter, every such receiver shall be accountable to the Chargor for any surplus.

The remuneration and expenses of the receiver shall be paid by the Chargor on demand and shall be a charge on the Charged Premises and shall bear interest from the date of demand at the Charge Rate

(g) Save as to claims for accounting under clause (f) of this paragraph, the Chargor hereby releases and discharges any such receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under the Chargor by reason or as a result of anything done by such receiver unless such claim be the direct and proximate result of dishonesty or fraud.

(h) The Chargee may, at any time and from time to time, terminate any such receivership by notice in writing to the Chargor and to any such receiver.

(i) The statutory declaration of an officer of the Chargee as to default under the provisions of the Charge and as to the due appointment of the receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with a receiver who is ostensibly exercising powers provided for in the Charge and such dealing shall be deemed, as regards such person, to be valid and effectual.

(j) The rights and powers conferred in and by the Charge in respect of the receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.

43. COMPLIANCE WITH THE LAW

The Chargor covenants and agrees at all times to promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal or otherwise, including, without limiting the generality of the foregoing, those dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, toxic materials or other environmental hazards, building construction, public health and safety, and all private covenants and restrictions affecting the Charged Premises or any portion thereof and the Chargor will from time to time, upon request of the Chargee, provide to the Chargee evidence of such observance and compliance, and will at its own expense make any and all improvements thereon or alterations to the Charged Premises structural or otherwise and will take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order or regulation.

44. CHARGEES EXPENSES

The Chargor agrees to pay the reasonable and necessary costs, charges and expenses of and incidental to the Charge, and to any and all other documents required in connection therewith, and of any amendment or renewal thereof, and of anything done in connection with the enforcement of the security granted thereby or the procuring of the payment of any monies payable under the Charge, including, without limiting the generality of the foregoing, all solicitors' fees, on a solicitor and client basis, costs and expenses of examination of title, and the obtaining of the opinion of counsel for the Chargee thereon and all costs and expenses valuing the Charged Premises in connection with the foregoing and of anything done in connection with defending the validity or priority of the Charge as against third parties. The Chargor further agrees that such amounts shall be paid forthwith upon demand and until paid shall bear interest at the Charge Rate and shall be a charge on the Charged Premises secured by the Charge prior to all claims thereon subsequent to the Charge.

45. INTERPRETATION

And it is hereby agreed and declared that the expression "the Chargor" used in these standard charge terms and the Charge shall include the heirs, executors, personal representatives, administrators, successors and assigns of each and every Chargor and the expression "the Chargee" shall include the successors and assigns of the Chargee and (if the Charge affects a Condominium) the expression "Condominium Corporation" shall mean the Condominium Corporation referred to in the description and the expression "Declaration" shall mean the declaration registered in connection with the Condominium Corporation, and the words in the singular include the plural, and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the context so requires, and that all covenants, liabilities, and obligations entered into or imposed under the Charge upon each Chargor shall be equally binding upon his, her, its or their respective heirs, personal representatives, executors, administrators,

successors, and assigns and that all such covenants, liabilities and obligations shall be joint and several, and that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargee shall be equally secured to and exercisable by its successors and assigns; and if the Chargor is comprised of more than one person, all covenants by the Chargor herein contained or implied are and are to be construed as both joint and several.

46. PARAGRAPH HEADINGS

The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

47. DATE OF CHARGE

The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

48. EFFECT OF DELIVERY

The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in a written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor, and any other party to the Charge, agrees not to raise in any proceedings by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

RECEIPT

The Chargor(s) hereby acknowledges receipt of a true copy of the Charge and the foregoing Standard Charge Terms before signing the Charge.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

[Insert Name of Chargor(s)]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Guarantor(s) hereby acknowledges receipt of a true copy of the Charge and the foregoing Standard Charge Terms before signing the Charge.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[Insert Name of Guarantor (s)]

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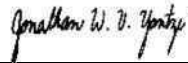
Attached is Exhibit "I"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



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Jonathan Yantzi  
A COMMISSIONER, ETC.

**Ontario Search Results**  
ID 1795090  
Search Type [BD] Business Debtor

**Your Ref No. 118-147772-JY**  
**Liens : 7 Pages : 22**

Searched : 08JAN2021 08:25 AM  
Printed : 08JAN2021 09:29 AM

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 FILE CURRENCY : 07JAN 2021  
 SEARCH : BD : UNIQUE RESTORATION LTD.

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 02 IND DOB : IND NAME:  
 03 BUS NAME: L & G UNIQUE RESTORATIONS LTD.

OCN :  
 04 ADDRESS : 279 JENNINGS CRESCENT  
 CITY : OAKVILLE PROV: ONT POSTAL CODE: L6L 1W3  
 05 IND DOB : IND NAME:  
 06 BUS NAME:

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

08 SECURED PARTY/LIEN CLAIMANT :  
 ROYAL BANK OF CANADA

09 ADDRESS : 2780 DANFORTH AVENUE  
 CITY : TGOR PROV: ONT POSTAL CODE: M4C 1M1  
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FILE NUMBER 037865394

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25 OTHER CHANGE:

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28 :

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03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY:

PROV:

POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS : 20 KING STREET WEST L.B.

CITY : TORONTO

PROV : ONT POSTAL CODE : M5H 1C4

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16 NAME : ROYAL BANK OF CANADA

17 ADDRESS : 20 KING STREET WEST L.B.

CITY : TORONTO

PROV : ONT POSTAL CODE : M5H 1C4

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FILE NUMBER 037865394

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03/06 BUS NAME/TRFEE: UNIQUE RESTORATIONS LTD.

OCN:

04/07 ADDRESS: 279 JENNINGS CRESCENT

CITY: OAKVILLE

PROV: ON

POSTAL CODE: L6L 1W3

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

ROYAL BANK OF CANADA

09 ADDRESS : 180 WELLINGTON ST W BUSINESS SERVICE GR.

CITY : TORONTO

PROV : ON

POSTAL CODE : M5J 1J1

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DATE OF

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GOODS INVTRY EQUIP ACCTS OTHER

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : BOX 24, 20 QUEEN STREET WEST

CITY : TORONTO

PROV : ON

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FILE NUMBER 037865394

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SEARCH : BD : UNIQUE RESTORATION LTD.

177

FILE NUMBER 037865394  
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CITY: PROV: POSTAL CODE:  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :  
ROYAL BANK OF CANADA  
09 ADDRESS : 180 WELLINGTON ST. W., 5TH FL. (PLAZA)  
CITY : TORONTO PROV : ON POSTAL CODE : M5J 1J1  
CONS. MV DATE OF NO FIXED  
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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : 20 QUEEN STREET WEST, SUITE 602  
CITY : TORONTO PROV : ON POSTAL CODE : M5H 3R3

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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:23:59  
ACCOUNT : 009233-0001 FAMILY : 1 OF 7 ENQUIRY PAGE : 6 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

FILE NUMBER 037865394

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20010511 1811 1531 7757  
21 REFERENCE FILE NUMBER : 037865394  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIQUE RESTORATIONS LTD.

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

OCN:

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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16 NAME : CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 ADDRESS : SUITE 180-13571 COMMERCE PARKWAY  
CITY : RICHMOND PROV : BC POSTAL CODE : V6V2L1



PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:24:02  
ACCOUNT : 009233-0001 FAMILY : 1 OF 7 ENQUIRY PAGE : 7 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

179

FILE NUMBER 037865394  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20060602 1945 1531 6058  
21 REFERENCE FILE NUMBER : 037865394  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIQUE RESTORATIONS LTD.

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

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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

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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:24:05  
ACCOUNT : 009233-0001 FAMILY : 1 OF 7 ENQUIRY PAGE : 8 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

FILE NUMBER 037865394

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20080228 1953 1531 3127  
21 REFERENCE FILE NUMBER : 037865394  
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIQUE RESTORATIONS LTD.

25 OTHER CHANGE:  
26 REASON: AMEND DEBTOR'S NAME  
27 /DESCR:  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE: UNIQUE RESTORATION LTD.

OCN:

04/07 ADDRESS: 279 JENNINGS CRESCENT  
CITY: OAKVILLE PROV: ON POSTAL CODE: L6L 1W3  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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



PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:24:08  
ACCOUNT : 009233-0001 FAMILY : 1 OF 7 ENQUIRY PAGE : 9 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

FILE NUMBER 037865394

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20110616 1947 1531 2320  
21 REFERENCE FILE NUMBER : 037865394  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIQUE RESTORATION LTD.

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

OCN:

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:24:11  
ACCOUNT : 009233-0001 FAMILY : 1 OF 7 ENQUIRY PAGE : 10 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

FILE NUMBER 037865394

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20160520 1434 1530 0192  
21 REFERENCE FILE NUMBER : 037865394  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIQUE RESTORATION LTD.

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

OCN:

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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



PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
 CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:24:14  
 ACCOUNT : 009233-0001 FAMILY : 2 OF 7 ENQUIRY PAGE : 11 OF 22  
 FILE CURRENCY : 07JAN 2021  
 SEARCH : BD : UNIQUE RESTORATION LTD.

00 FILE NUMBER : 683568027 EXPIRY DATE : 13DEC 2022 STATUS :  
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
 REG NUM : 20121213 1941 1531 7334 REG TYP: P PPSA REG PERIOD: 5  
 02 IND DOB : IND NAME:  
 03 BUS NAME: 2039638 ONTARIO INC.

OCN :

04 ADDRESS : 1220 MATHESON BLVD. EAS  
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 1R2  
 05 IND DOB : IND NAME:  
 06 BUS NAME:

OCN :

07 ADDRESS :  
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
 ROYAL BANK OF CANADA

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

10	YEAR	MAKE	MODEL	V.I.N.
X	X	X	X	X

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

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

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:24:17  
ACCOUNT : 009233-0001 FAMILY : 2 OF 7 ENQUIRY PAGE : 12 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

FILE NUMBER 683568027

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20171115 1432 1530 7567  
21 REFERENCE FILE NUMBER : 683568027  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: 2039638 ONTARIO INC.

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

OCN:

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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





PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:24:20  
ACCOUNT : 009233-0001 FAMILY : 2 OF 7 ENQUIRY PAGE : 13 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

FILE NUMBER 683568027

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 001 OF 1 MV SCHED: 20210107 1407 1793 4671  
21 REFERENCE FILE NUMBER : 683568027  
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: 2039638 ONTARIO INC.

25 OTHER CHANGE:  
26 REASON: TO AMEND THE NAME OF THE DEBTOR FROM "2039638 ONTARIO INC." TO  
27 /DESCR: "UNIQUE RESTORATION LTD." PURSUANT TO ARTICLES OF AMALGAMATION.  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE: UNIQUE RESTORATION LTD.

OCN:

04/07 ADDRESS: 1220 MATHESON BLVD. E.  
CITY: MISSISSAUGA PROV: ON POSTAL CODE: L4W1R2  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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16 NAME : AIRD & BERLIS LLP  
17 ADDRESS : 181 BAY STREET, SUITE 1800, BOX# 754  
CITY : TORONTO PROV : ON POSTAL CODE : M5J2T9

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:24:23  
ACCOUNT : 009233-0001 FAMILY : 3 OF 7 ENQUIRY PAGE : 14 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

186

00 FILE NUMBER : 714220146 EXPIRY DATE : 23FEB 2021 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20160223 1036 1529 8850 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : 12FEB1963 IND NAME: STEVEN P LEBLANC  
03 BUS NAME:

OCN :

04 ADDRESS : 45 CHURCH STREET  
CITY : STONEY CREEK PROV: ON POSTAL CODE: L8E 2X7  
05 IND DOB : IND NAME:  
06 BUS NAME: UNIQUE RESTORATION LTD

OCN :

07 ADDRESS : 45 CHURCH STREET  
CITY : STONEY CREEK PROV: ON POSTAL CODE: L8E 2X7

08 SECURED PARTY/LIEN CLAIMANT :  
GENERAL BANK OF CANADA

09 ADDRESS : SUITE 006, 11523 - 100 AVE  
CITY : EDMONTON PROV: AB POSTAL CODE: T5K 0J8  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X 23826 19FEB2021  
YEAR MAKE MODEL V.I.N.  
11 2015 GMC SIERRA 1GTV2UEH7FZ169975

12  
GENERAL COLLATERAL DESCRIPTION

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16 AGENT: D+H LIMITED PARTNERSHIP  
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:24:26  
ACCOUNT : 009233-0001 FAMILY : 4 OF 7 ENQUIRY PAGE : 15 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

187

00 FILE NUMBER : 726394005 EXPIRY DATE : 04DEC 2020 STATUS : D DISCHARGED  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20170407 0847 1219 7692 REG TYP: P PPSA REG PERIOD: 05  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIQUE RESTORATIONS LTD

OCN :

04 ADDRESS : 1220 MATHESON BV E  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 1R2  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
THE BANK OF NOVA SCOTIA

09 ADDRESS : 4715 TAHOE BOULEVARD  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 0B4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10	YEAR MAKE				AMOUNT			
	X		X	X	65322			
11	2017 CHEVROLET		TAHOE			V.I.N.		1GNSKCKC5HR240946

12

GENERAL COLLATERAL DESCRIPTION

13 OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE  
14 AND THE PROCEEDS OF THOSE VEHICLES

15

16 AGENT: D+H LIMITED PARTNERSHIP (BNS)

17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:24:28  
ACCOUNT : 009233-0001 FAMILY : 4 OF 7 ENQUIRY PAGE : 16 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

188

FILE NUMBER 726394005  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 001 OF 1 MV SCHED: 20201204 1242 1219 2438  
21 REFERENCE FILE NUMBER : 726394005  
22 AMEND PAGE: NO PAGE: CHANGE: C DISCHRG REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIQUE RESTORATIONS LTD

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

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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16 NAME : TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION (BNS)  
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL  
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L4Z 1H8

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:24:31  
ACCOUNT : 009233-0001 FAMILY : 5 OF 7 ENQUIRY PAGE : 17 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

189

00 FILE NUMBER : 726430806 EXPIRY DATE : 04DEC 2020 STATUS : D DISCHARGED  
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :  
REG NUM : 20170407 1611 1219 9155 REG TYP: P PPSA REG PERIOD: 05  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIQUE RESTORATIONS LTD

OCN :

04 ADDRESS : 1220 MATHESON BV E  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 1R2  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
THE BANK OF NOVA SCOTIA

09 ADDRESS : 4715 TAHOE BOULEVARD  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 0B4  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10	YEAR MAKE				AMOUNT			
	X		X	X	65322			
11	2017 CHEVROLET		TAHOE			V.I.N.		1GNSKCKC3HR235051

12 GENERAL COLLATERAL DESCRIPTION

13 OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE  
14 AND THE PROCEEDS OF THOSE VEHICLES  
15

16 AGENT: D+H LIMITED PARTNERSHIP (BNS)

17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:24:33  
ACCOUNT : 009233-0001 FAMILY : 5 OF 7 ENQUIRY PAGE : 18 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

190

FILE NUMBER 726430806  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 001 OF 1 MV SCHED: 20201204 1243 1219 2439  
21 REFERENCE FILE NUMBER : 726430806  
22 AMEND PAGE: NO PAGE: CHANGE: C DISCHRG REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIQUE RESTORATIONS LTD

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

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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16 NAME : TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION (BNS)  
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL  
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L4Z 1H8

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PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:24:36  
ACCOUNT : 009233-0001 FAMILY : 6 OF 7 ENQUIRY PAGE : 19 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

00 FILE NUMBER : 726549795 EXPIRY DATE : 22DEC 2020 STATUS : D DISCHARGED  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20170412 1038 1529 4270 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIQUE RESTORATION INC.

OCN :

04 ADDRESS : 1220 MATHESON BOULEVARD EAST  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 1R2  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA

09 ADDRESS : 10 YORK MILLS ROAD 3RD FLOOR  
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A2  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 X X X X X

YEAR MAKE MODEL V.I.N.  
11 2017 CADILLAC CTS SEDAN 1G6AY5SS3H0176340

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GENERAL COLLATERAL DESCRIPTION

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

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PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:24:38  
ACCOUNT : 009233-0001 FAMILY : 6 OF 7 ENQUIRY PAGE : 20 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

FILE NUMBER 726549795

PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20201222 1937 1531 8189  
21 REFERENCE FILE NUMBER : 726549795  
22 AMEND PAGE: NO PAGE: X CHANGE: C DISCHRG REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: UNIQUE RESTORATION INC.

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

OCN:

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

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





PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:24:41  
ACCOUNT : 009233-0001 FAMILY : 7 OF 7 ENQUIRY PAGE : 21 OF 22  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : UNIQUE RESTORATION LTD.

193

00 FILE NUMBER : 732025431 EXPIRY DATE : 15DEC 2020 STATUS : D DISCHARGED  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20170919 1040 1529 8999 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: UNIQUE RESTORATION LTD

OCN :

04 ADDRESS : 1220 MATHESON BLVD EAST  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 1R2  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
NISSAN CANADA FINANCIAL SERVICES INC.

09 ADDRESS : 5290 ORBITOR DRIVE  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 4Z5  
CONS. MV DATE OF OR NO FIXED  
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE  
10 YEAR MAKE MODEL V.I.N.  
11 2017 NISSAN MURANO 5N1AZ2MH8HN182143

12  
GENERAL COLLATERAL DESCRIPTION

13  
14  
15  
16 AGENT: D+H LIMITED PARTNERSHIP  
17 ADDRESS : SUITE 200, 4126 NORLAND AVENUE  
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

---

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
 CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:24:43  
 ACCOUNT : 009233-0001 FAMILY : 7 OF 7 ENQUIRY PAGE : 22 OF 22  
 FILE CURRENCY : 07JAN 2021  
 SEARCH : BD : UNIQUE RESTORATION LTD.

FILE NUMBER 732025431

PAGE TOT REGISTRATION NUM REG TYPE  
 01 CAUTION : 001 OF 1 MV SCHED: 20201215 0918 1465 1869  
 21 REFERENCE FILE NUMBER : 732025431  
 22 AMEND PAGE: NO PAGE: CHANGE: C DISCHRG REN YEARS: CORR PER:  
 23 REFERENCE DEBTOR/ IND NAME:  
 24 TRANSFEROR: BUS NAME: UNIQUE RESTORATION LTD

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

OCN:

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

10  
 11  
 12  
 13  
 14  
 15

16 NAME : ESC CORPORATE SERVICES LTD.  
 17 ADDRESS : 201-1325 POLSON DRIVE  
 CITY : VERNON PROV : BC POSTAL CODE : V1T 8H2

---

END OF REPORT

RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 1  
( 866)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.

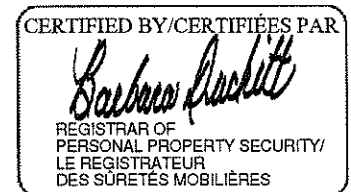
FILE CURRENCY : 07JAN 2021

ENQUIRY NUMBER 20210108082341.17 CONTAINS 24 PAGE(S), 7 FAMILY(IES).

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

AIRD & BERLIS LLP  
ATTN: JENAYA MCLEAN  
HOLD FOR PICKUP  
TORONTO ON M5J2T9

CONTINUED... 2



(crj)5 06/2019)

RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 2  
( 867)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

00 FILE NUMBER  
732025431

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20170919 1040 1529 8999	P PPSA	5

02 DEBTOR NAME  
03 BUSINESS NAME  
04 ADDRESS

DATE OF BIRTH  
FIRST GIVEN NAME  
INITIAL  
SURNAME

UNIQUE RESTORATION LTD  
1220 MATHESON BLVD EAST  
MISSISSAUGA  
ONTARIO CORPORATION NO.  
ON L4W 1R2

05 DEBTOR NAME  
06 BUSINESS NAME  
07 ADDRESS

DATE OF BIRTH  
FIRST GIVEN NAME  
INITIAL  
SURNAME

ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT  
09 ADDRESS

NISSAN CANADA FINANCIAL SERVICES INC.  
5290 ORBITOR DRIVE  
MISSISSAUGA  
ON L4W 4Z5

10 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
		X	X	X	53251	08SEP2022	

11 MOTOR VEHICLE  
12 YEAR MAKE MODEL V.I.N.

2017 NISSAN MURANO 5N1AZ2MH8HN182143

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT  
17 ADDRESS

D+H LIMITED PARTNERSHIP  
SUITE 200, 4126 NORLAND AVENUE  
BURNABY BC V5G 3S8

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)



RUN NUMBER : 008  
 RUN DATE : 2021/01/08  
 ID : 20210108082341.17

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

REPORT : PSSR060  
 PAGE : 3  
 ( 868)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
 FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20201215 0918 1465 1869	
21	RECORD REFERENCED	FILE NUMBER	732025431		
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED C DISCHARGE	RENEWAL YEARS CORRECT PERIOD
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	UNIQUE RESTORATION LTD		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V. I. N.
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	ESC CORPORATE SERVICES LTD. 201-1325 POLSON DRIVE VERNON BC V1T 8H2		

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(c)2019 08/2019

RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 4  
( 869)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

00 FILE NUMBER  
726549795

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20170412 1038 1529 4270	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.
UNIQUE RESTORATION INC.	1220 MATHESON BOULEVARD EAST MISSISSAUGA	ON L4W 1R2

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME

BUSINESS NAME	ADDRESS	ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT	ADDRESS	ON	M2P 0A2
ROYAL BANK OF CANADA	10 YORK MILLS ROAD 3RD FLOOR TORONTO		

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2017 CADILLAC	CTS SEDAN	1G6AY5SS3H0176340

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

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

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

CONTINUED... 5

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

(crjfu 08/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 5  
( 870)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20201222 1937 1531 8189	
21	RECORD REFERENCED	FILE NUMBER	726549795		
22		PAGE AMENDED	NO. SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
			X	C DISCHARGE	
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	UNIQUE RESTORATION INC.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEEE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08/09	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
		GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR MAKE	MODEL	V. I. N.	
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS 4126 NORLAND AVENUE BURNABY BC V5G 3S8		

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

CONTINUED... 6

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

(rj2fu 06/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 6  
( 871)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

00 FILE NUMBER  
726394005

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
001 1 20170407 0847 1219 7692 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME UNIQUE RESTORATIONS LTD ONTARIO CORPORATION NO.  
04 ADDRESS 1220 MATHESON BV E MISSISSAUGA ON L4W 1R2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME ONTARIO CORPORATION NO.  
07 ADDRESS

08 SECURED PARTY / THE BANK OF NOVA SCOTIA  
09 LIEN CLAIMANT ADDRESS 4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
X X X 65322

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE 2017 CHEVROLET TAHOE 1GNSKRC5HR240946

13 GENERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE  
14 COLLATERAL AND THE PROCEEDS OF THOSE VEHICLES  
15 DESCRIPTION

16 REGISTERING D+H LIMITED PARTNERSHIP (BNS)  
17 AGENT ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)





RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 7  
( 872)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADITION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20201204 1242 1219 2438	
21	RECORD REFERENCED	FILE NUMBER	726394005		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			C DISCHARGE		
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	UNIQUE RESTORATIONS LTD		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE		DATE OF	NO. FIXED
	GOODS	INVENTORY	EQUIPMENT	AMOUNT	MATURITY OR MATURITY DATE
	YEAR	MAKE	MODEL	V. I. N.	
11	MOTOR VEHICLE GENERAL				
14	COLLATERAL DESCRIPTION				
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION (BNS) 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8			

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 8  
( 873)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

FILE NUMBER  
726430806

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20170407 1611 1219 9155	P PPSA	05

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME UNIQUE RESTORATIONS LTD  
04 ADDRESS 1220 MATHESON BV E MISSISSAUGA ON L4W 1R2  
ONTARIO CORPORATION NO.

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME  
07 ADDRESS  
ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT THE BANK OF NOVA SCOTIA  
09 ADDRESS 4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4

COLLATERAL CLASSIFICATION		CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNT'S OTHER INCLUDED		
		X	X	X	65322	

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.  
12 2017 CHEVROLET TAHOE 1GNSK6C3HR235051

13 GENERAL COLLATERAL DESCRIPTION  
14 OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE  
15 AND THE PROCEEDS OF THOSE VEHICLES

16 REGISTERING AGENT D+H LIMITED PARTNERSHIP (BNS)  
17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8

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

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(c)1fu 06/2019



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 9  
( 874)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20201204 1243 1219 2439	
21	RECORD REFERENCED	FILE NUMBER	726430806		
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED C DISCHARGE	RENEWAL YEARS
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	UNIQUE RESTORATIONS LTD		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/	TRANSFEEE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V. I. N.
14	COLLATERAL DESCRIPTION	REGISTERING AGENT OR			
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	TERANET COLLATERAL MANAGEMENT SOLUTIONS CORPORATION (BNS) 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8		

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 10  
( 875)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
714220146

01 CAUTION FILING PAGE NO. OF TOTAL PAGES MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD  
01 001 20160223 1036 1529 8850 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME 12FEB1963 STEVEN P LEBLANC  
04 BUSINESS NAME ADDRESS 45 CHURCH STREET STONEY CREEK ON L8E 2X7  
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME UNIQUE RESTORATION LTD  
07 ADDRESS 45 CHURCH STREET STONEY CREEK ON L8E 2X7  
ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT GENERAL BANK OF CANADA  
09 ADDRESS SUITE 006, 11523 - 100 AVE EDMONTON AB T5K 0J8

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity OR Maturity DATE  
X X 23826 19FEB2021

11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE 2015 GMC SIERRA 1GTV2UEH7FZ169975

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING D+H LIMITED PARTNERSHIP  
17 AGENT ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crj1tu 06/2019)

RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 11  
( 876)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
683568027

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 001 20121213 1941 1531 7334 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME 2039638 ONTARIO INC.  
04 ADDRESS 1220 MATHESON BLVD. EAS MISSISSAUGA ON LAW 1R2  
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME  
07 ADDRESS  
ONTARIO CORPORATION NO.

08 SECURED PARTY / ROYAL BANK OF CANADA  
09 LIEN CLAIMANT ADDRESS 36 YORK MILLS ROAD 4TH FLR TORONTO ON M2P 0A4

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

11 MOTOR YEAR MAKE MODEL VIN  
12 VEHICLE

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

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

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(crjftu 06/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 12  
( 877)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20171115 1432 1530 7567	
21	RECORD REFERENCED	FILE NUMBER	683568027		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2039638 ONTARIO INC.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNER			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V.I.N.
12	REGISTERING AGENT OR LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS		
13	REGISTERING AGENT OR LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

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

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fu 08/2019)

RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 13  
( 878)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	001	1		20210107 1407 1793 4671	
21	RECORD REFERENCED	FILE NUMBER	683568027		
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2039638 ONTARIO INC.		
25	OTHER CHANGE				
26	REASON/	TO AMEND THE NAME OF THE DEBTOR FROM "2039638 ONTARIO INC." TO			
27	DESCRIPTION	"UNIQUE RESTORATION LTD." PURSUANT TO ARTICLES OF AMALGAMATION.			
28					
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME	UNIQUE RESTORATION LTD.		
06					
04/07		ADDRESS	1220 MATHESON BLVD. E.	MISSISSAUGA	ONTARIO CORPORATION NO. ON L4W1R2
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09		ADDRESS			
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
11	MOTOR	YEAR	MAKE	MODEL	V.I.N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	AIRD & BERLIS LLP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800, BOX# 754	TORONTO	ON M5J2T9

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

CONTINUED... 14

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Buckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 14  
( 879)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
037865394

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	1	1		19910626 1020 0088 7795	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME L. & G UNIQUE RESTORATIONS LTD.

04 ADDRESS 279 JENNINGS CRESCENT OAKVILLE ONT L6L 1W3  
ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / ROYAL BANK OF CANADA  
LIEN CLAIMANT

09 ADDRESS 2780 DANFORTH AVENUE TGOR ONT M4C 1M1

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

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

15

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(rjffu 06/2019)





RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 15  
( 880)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01				19920904 1116 0004 2183	
21	RECORD REFERENCED	FILE NUMBER	037865394		
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR / TRANSFEROR	BUSINESS NAME	L & G UNIQUE RESTORATIONS LTD.		
25	OTHER CHANGE	REASON / DESCRIPTION			
26		SECURED PARTY CHANGE OF ADDRESS ON LINE 09 OF REGISTRATION			
27		NUMBER 910626 1020 0088 7795			
28					
02/		DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05/	DEBTOR / TRANSFEREE	BUSINESS NAME			
03/					ONTARIO CORPORATION NO.
04/07		ADDRESS			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09		ADDRESS	20 KING STREET WEST L.B.	TORONTO	ONT M5H 1C4
	COLLATERAL CLASSIFICATION				
	CONSUMER				
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
				INCLUDED	AMOUNT
					DATE OF MATURITY
					OR NO FIXED MATURITY DATE
10					
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.
12					
13	GENERAL COLLATERAL	DESCRIPTION			
14					
15					
16	REGISTERING AGENT OR	ROYAL BANK OF CANADA			
17	SECURED PARTY / LIEN CLAIMANT	ADDRESS	20 KING STREET WEST L.B.	TORONTO	ONT M5H 1C4

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

CONTINUED... 16

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)

RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 16  
( 881)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		19941129 2153 1529 8770	
21	RECORD REFERENCED	FILE NUMBER	037865394		
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	L & G UNIQUE RESTORATIONS LTD.		
25	OTHER CHANGE	REASON/ DESCRIPTION			
26		DEBTOR'S NAME CHANGED ON LINE 03			
27		SECURED PARTY ON PAGE 1, LINE 8 OF REGISTRATION NUMBER			
28		910626102000887795 HAS CHANGED ITS ADDRESS.			
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/		BUSINESS NAME	UNIQUE RESTORATIONS LTD.		
04/07		ADDRESS	279 JENNINGS CRESCENT	OAKVILLE	ONTARIO CORPORATION NO. ON L6L 1W3
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ROYAL BANK OF CANADA			
09		ADDRESS	180 WELLINGTON ST W BUSINESS SERVICE GR.	TORONTO	ON M5J 1J1
10	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE		DATE OF	NO FIXED
	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED
				AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR VEHICLE GENERAL	YEAR	MAKE	MODEL	V.I.N.
12					
13					
14					
15					
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	BOX 24, 20 QUEEN STREET WEST	TORONTO	ON M5H 3S1

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

CONTINUED... 17

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj2u 05/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 17  
( 882)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	01	001		19960529 1939 1529 8013			
21	FILE NUMBER	037865394					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	5		

23 REFERENCE DEBTOR/  
24 TRANSFEROR BUSINESS NAME L & G UNIQUE RESTORATIONS LTD.  
FIRST GIVEN NAME INITIAL SURNAME

25 OTHER CHANGE REASON/  
26 DESCRIPTION  
27  
28

02/ DEBTOR/  
05 TRANSFEREE BUSINESS NAME  
03/ ADDRESS  
06  
04/07

ONTARIO CORPORATION NO.

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE  
08 ADDRESS  
09

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

10  
11 MOTOR YEAR MAKE MODEL V.I.N.  
12 VEHICLE  
13 GENERAL DESCRIPTION  
14 COLLATERAL  
15 REGISTERING AGENT OR  
16 SECURED PARTY/ ADDRESS CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 LIEN CLAIMANT 20 QUEEN STREET WEST, SUITE 602 TORONTO ON M5H 3R3

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

CONTINUED... 18

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 18  
( 883)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAPTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER
01	01	001		19960530 1918 1529 0436	
21	RECORD FILE NUMBER	037865394			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
		X	A AMENDMENT	YEARS	PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	L & G UNIQUE RESTORATIONS LTD.		
25	OTHER CHANGE				
26	REASON/	SECURED PARTY ON PAGE 1, LINE 9 OF REGISTRATION NUMBER			
27	DESCRIPTION	941129215315298770 HAS CHANGED ITS ADDRESS.			
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME			
06			ONTARIO CORPORATION NO.		
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ROYAL BANK OF CANADA			
09	ADDRESS	180 WELLINGTON ST. W., 5TH FL. (PLAZA)		TORONTO	ON M5J 1J1
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
10	YEAR	MAKE	MODEL	V. I. N.	
11	MOTOR				
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	20 QUEEN STREET WEST, SUITE 602		TORONTO ON M5H 3R3

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

CONTINUED... 19

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 19  
( 884)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER			
01	01	001		20010511 1811 1531 7757				
21	RECORD REFERENCED	FILE NUMBER	037865394					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5			
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME				
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	UNIQUE RESTORATIONS LTD.					
25	OTHER CHANGE REASON/ DESCRIPTION							
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
03/	DEBTOR/ TRANSFEREE	BUSINESS NAME						
04/07	ADDRESS	ONTARIO CORPORATION NO.						
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08	ADDRESS							
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR	NO FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V.I.N.			
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS SUITE 180-13571 COMMERCE PARKWAY			RICHMOND	BC	V6V2L1

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

CONTINUED... 20

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Ackett*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 20  
( 885)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	01	001		20060602 1945 1531 6058		
21	RECORD REFERENCED	FILE NUMBER	037865394			
22	PAGE AMENDED	NO. SPECIFIC PAGES	PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X		B RENEWAL	5	
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	UNIQUE RESTORATIONS LTD.			
25	OTHER CHANGE REASON/ DESCRIPTION					
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03/06	TRANSFEEE	BUSINESS NAME				
04/07		ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
08						
09		ADDRESS				
10	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
		GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			INCLUDED	AMOUNT	MATURITY	OR MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.	
12	GENERAL					
13	COLLATERAL DESCRIPTION					
14	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS				
15	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

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

CONTINUED... 21

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 21  
( 886)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20080228 1953 1531 3127	
21	RECORD REFERENCED	FILE NUMBER	037855394		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	UNIQUE RESTORATIONS LTD.		
25	OTHER CHANGE REASON/ DESCRIPTION	AMEND DEBTOR'S NAME			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEREE	BUSINESS NAME	UNIQUE RESTORATION LTD.		
04/07	ADDRESS	279 JENNINGS CRESCENT	OAKVILLE	ONTARIO CORPORATION NO.	ON L6L 1W3
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.
12	GENERAL COLLATERAL DESCRIPTION	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT			
13	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS	BURNABY	BC V5G 3S8
14	ADDRESS	4126 NORLAND AVENUE			

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

CONTINUED... 22

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(cr)2fu 06/2019



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 22  
( 887)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20110616 1947 1531 2320	
21	RECORD FILE NUMBER	037865394			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	UNIQUE RESTORATION LTD.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEEE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/ LIEN CLAIMANT/ ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF MATURITY	NO FIXED MATURITY DATE
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.
12	GENERAL COLLATERAL DESCRIPTION	REGISTERING AGENT OR			
13	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS		
14		4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

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

CONTINUED... 23

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Aschitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082341.17

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

REPORT : PSSR060  
PAGE : 23  
( 888)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	
01	01	001		20160520 1434 1530 0192		
21	RECORD REFERENCED	FILE NUMBER	037865394			
22	PAGE AMENDED	NO. SPECIFIC	PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X		B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	UNIQUE RESTORATION LTD.			
25	OTHER CHANGE REASON/ DESCRIPTION					
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
03/06	TRANSFEEE	BUSINESS NAME				
04/07	ADDRESS					ONTARIO CORPORATION NO.
29	ASSIGNOR					
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE					
09	ADDRESS					
10	COLLATERAL CLASSIFICATION	CONSUMER GOODS	MOTOR VEHICLE	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V. I. N.	
12	GENERAL COLLATERAL DESCRIPTION					
13	REGISTERING AGENT OR LIEN CLAIMANT	ADDRESS	CANADIAN SECURITIES REGISTRATION SYSTEMS			
14		4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8	

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

CONTINUED... 24

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2u 06/2019)



RUN NUMBER : 008  
 RUN DATE : 2021/01/08  
 ID : 20210108082341.17

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

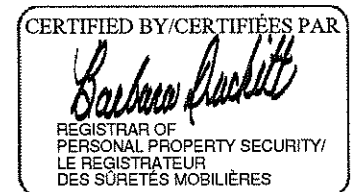
REPORT : PSSR060  
 PAGE : 24  
 ( 889)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : UNIQUE RESTORATION LTD.  
 FILE CURRENCY : 07JAN 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
732025431	20170919 1040 1529 8999	20201215 0918 1465 1869		
726549795	20170412 1038 1529 4270	20201222 1937 1531 8189		
726394005	20170407 0847 1219 7692	20201204 1242 1219 2438		
726430806	20170407 1611 1219 9155	20201204 1243 1219 2439		
714220146	20160223 1036 1529 8850			
683568027	20121213 1941 1531 7334	20171115 1432 1530 7567	20210107 1407 1793 4671	
037865394	19910626 1020 0088 7795	19920904 1116 0004 2183	19941129 2153 1529 8770	19960529 1939 1529 8013
	19960530 1918 1529 0436	20010511 1811 1531 7757	20060602 1945 1531 6058	20080228 1953 1531 3127
	20110616 1947 1531 2320	20160520 1434 1530 0192		

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



(crj5 06/2019)

BC OnLine: PPRS SEARCH RESULT 2021/01/07  
 Lterm: XPSP0050 For: PA14549 PPSACANADA.COM 09:54:07

Attn./Ref. No.: (001228658)

Index: BUSINESS DEBTOR

Search Criteria: UNIQUE RESTORATION LTD

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: DEC 02, 2010 Reg. Length: 5 YEARS  
 Reg. Time: 09:55:29 Expiry Date: DEC 02, 2025  
 Base Reg. #: 892502F Control #: D0304147

\*\*\* Expiry date includes subsequent registered renewal(s).

Block#

+++ Secured Party: ROYAL BANK OF CANADA  
 180 WELLINGTON ST W 3RD FLR  
 TORONTO ON M5J 1J1

=D0001 Base Debtor: UNIQUE RESTORATION LTD.  
 (Business) 3910 CHARLES STREET  
 BURNABY BC V5C 3K8

General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY  
 WHEREVER SITUATE INCLUDING BUT NOT LIMITED TO GOODS (INCLUDING  
 INVENTORY, EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION,  
 MACHINERY, TOOLS, APPARATUS, PLANTS, FURNITURE, FIXTURES, AIRCRAFT AND  
 VEHICLES OF WHATSOEVER NATURE AND KIND), BUT EXCLUDING CONSUMER GOODS)  
 CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES, MONEY,  
 LICENCES, CROPS, SECURITIES AND OTHER INVESTMENT PROPERTY.

Registering

Party: ROYAL BANK OF CANADA  
 180 WELLINGTON ST W 3RD FLR  
 TORONTO ON M5J 1J1

----- R E N E W A L -----

Reg. #: 929160I Reg. Date: OCT 30, 2015  
 Reg. Life: 5 YEARS Reg. Time: 16:07:17  
 Control #: D3415132

Base Reg. Type: PPSA SECURITY AGREEMENT  
 Base Reg. #: 892502F Base Reg. Date: DEC 02, 2010

Registering

Party: D & H LIMITED PARTNERSHIP  
 4126 NORLAND AVENUE, SUITE 201  
 BURNABY BC V5G 3S8

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 062002M Reg. Date: FEB 14, 2020  
 Reg. Time: 09:02:50  
 Control #: D6610167

Base Reg. Type: PPSA SECURITY AGREEMENT  
 Base Reg. #: 892502F Base Reg. Date: DEC 02, 2010

Continued on Page 2

Details Description:

RESTATE THE GENERAL COLLATERAL DESCRIPTION  
UPDATE THE SECURED PARTY'S ADDRESS

Block#

\*\* DELETED \*\*

+++ Secured Party: ROYAL BANK OF CANADA  
180 WELLINGTON ST W 3RD FLR  
TORONTO ON M5J 1J1

\*\*\* ADDED \*\*\*

S0002 Secured Party: ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLOOR  
TORONTO ON M2P0A4

General Collateral:

\*\* DELETED \*\*

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHEREVER SITUATE INCLUDING BUT NOT LIMITED TO GOODS (INCLUDING INVENTORY, EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION, MACHINERY, TOOLS, APPARATUS, PLANTS, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES OF WHATSOEVER NATURE AND KIND), BUT EXCLUDING CONSUMER GOODS) CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES, MONEY, LICENCES, CROPS, SECURITIES AND OTHER INVESTMENT PROPERTY.

\*\*\* ADDED \*\*\*

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHEREVER SITUATE INCLUDING BUT NOT LIMITED TO GOODS (INCLUDING INVENTORY, EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION, MACHINERY, TOOLS, APPARATUS, PLANTS, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES OF WHATSOEVER NATURE AND KIND), BUT EXCLUDING CONSUMER GOODS) CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES, MONEY, LICENCES, CROPS, SECURITIES AND OTHER INVESTMENT PROPERTY OTHER THAN THE ASSETS AND PROPERTY OF THE DEBTOR SITUATED IN THE PROVINCE OF BRITISH COLUMBIA WHICH ARE DESCRIBED IN SCHEDULE 1.1(C) (COLLECTIVELY, THE "PURCHASED ASSETS") OF THE ASSET PURCHASE AGREEMENT DATED [??, 2020/ON OR ABOUT THE DATE HEREOF] AMONG THE DEBTOR AND THE RESTORERS GROUP INC. FOR GREATER CLARITY, THE SECURED PARTY'S SECURITY INTERESTS SHALL CONTINUE WITH RESPECT TO THE PROCEEDS OF THE SALE OF THE PURCHASED ASSETS AND THE SECURED PARTY SHALL RETAIN ITS SECURITY INTEREST IN AND LIENS UPON ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OTHER THAN THE PURCHASED ASSETS.

Registering

Party: AIRD & BERLIS LLP  
181 BAY STREET, SUITE 1800  
TORONTO ON M5J2T9

----- A M E N D M E N T / O T H E R C H A N G E -----

Reg. #: 062106M

Reg. Date: FEB 14, 2020

Reg. Time: 09:37:22

Control #: D6610264

Base Reg. Type: PPSA SECURITY AGREEMENT

Base Reg. #: 892502F

Base Reg. Date: DEC 02, 2010

## Details Description:

AMEND AND RESTATE THE GENERAL COLLATERAL DESCRIPTION

## General Collateral:

\*\* DELETED \*\*

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHEREVER SITUATE INCLUDING BUT NOT LIMITED TO GOODS (INCLUDING INVENTORY, EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION, MACHINERY, TOOLS, APPARATUS, PLANTS, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES OF WHATSOEVER NATURE AND KIND), BUT EXCLUDING CONSUMER GOODS) CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES, MONEY, LICENCES, CROPS, SECURITIES AND OTHER INVESTMENT PROPERTY OTHER THAN THE ASSETS AND PROPERTY OF THE DEBTOR SITUATED IN THE PROVINCE OF BRITISH COLUMBIA WHICH ARE DESCRIBED IN SCHEDULE 1.1(C) (COLLECTIVELY, THE "PURCHASED ASSETS") OF THE ASSET PURCHASE AGREEMENT DATED [??, 2020/ON OR ABOUT THE DATE HEREOF] AMONG THE DEBTOR AND THE RESTORERS GROUP INC. FOR GREATER CLARITY, THE SECURED PARTY'S SECURITY INTERESTS SHALL CONTINUE WITH RESPECT TO THE PROCEEDS OF THE SALE OF THE PURCHASED ASSETS AND THE SECURED PARTY SHALL RETAIN ITS SECURITY INTEREST IN AND LIENS UPON ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OTHER THAN THE PURCHASED ASSETS.

\*\*\* ADDED \*\*\*

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHEREVER SITUATE INCLUDING BUT NOT LIMITED TO GOODS (INCLUDING INVENTORY, EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION, MACHINERY, TOOLS, APPARATUS, PLANTS, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES OF WHATSOEVER NATURE AND KIND), BUT EXCLUDING CONSUMER GOODS) CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES, MONEY, LICENCES, CROPS, SECURITIES AND OTHER INVESTMENT PROPERTY OTHER THAN THE ASSETS AND PROPERTY OF THE DEBTOR SITUATED IN THE PROVINCE OF BRITISH COLUMBIA WHICH ARE DESCRIBED IN SCHEDULE 1.1(C) (COLLECTIVELY, THE "PURCHASED ASSETS") OF THE ASSET PURCHASE AGREEMENT DATED ON OR ABOUT THE DATE HEREOF AMONG THE DEBTOR AND THE RESTORERS GROUP INC. FOR GREATER CLARITY, THE SECURED PARTY'S SECURITY INTERESTS SHALL CONTINUE WITH RESPECT TO THE PROCEEDS OF THE SALE OF THE PURCHASED ASSETS AND THE SECURED PARTY SHALL RETAIN ITS SECURITY INTEREST IN AND LIENS UPON ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OTHER THAN THE PURCHASED ASSETS.

## Registering

Party: AIRD & BERLIS LLP  
181 BAY STREET, SUITE 1800  
TORONTO ON M5J2T9

----- R E N E W A L -----

Reg. #: 563771M	Reg. Date: OCT 30, 2020
Reg. Life: 5 YEARS	Reg. Time: 08:16:58
	Control #: D7120322

Base Reg. Type: PPSA SECURITY AGREEMENT	
Base Reg. #: 892502F	Base Reg. Date: DEC 02, 2010

Continued on Page 4

Registering

Party: D & H LIMITED PARTNERSHIP
4126 NORLAND AVENUE, SUITE 201
BURNABY BC V5G 3S8

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*
\*\*\* DISCHARGED \*\*\*
Reg. Date: FEB 22, 2016 Reg. Length: 5 YEARS
Reg. Time: 06:20:41 Expiry Date: FEB 22, 2021
Base Reg. #: 124320J Control #: D3614628

Block#

S0001 Secured Party: GENERAL BANK OF CANADA
SUITE 006, 11523 - 100 AVE
EDMONTON AB T5K 0J8

=D0001 Base Debtor: UNIQUE RESTORATION LTD.
(Business) 634 DERWENT WAY
DELTA BC V3M 5P8

D0002 Ind. Debtor: LEBLANC STEVEN PETER
45 CHURCH STREET Birthdate: 63DEC02
STONEY CREEK ON L8E 2X7

Vehicle Collateral:

Type Serial # Year Make/Model MH Reg.#
V0001 MV 1GTV2UEH7FZ169975 2015 GMC SIERRA 1500

Registering

Party: GENERAL BANK OF CANADA
SUITE 006, 11523 - 100 AVE
EDMONTON AB T5K 0J8

----- T O T A L D I S C H A R G E -----

Reg. #: 664964M Reg. Date: DEC 21, 2020
Reg. Time: 06:05:57
Control #: D7223300

Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 124320J Base Reg. Date: FEB 22, 2016

Registering

Party: D + H LIMITED PARTNERSHIP
2 ROBERT SPECK PARKWAY, 15TH F
MISSISSAUGA ON L4Z 1H8

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*
Reg. Date: JUL 16, 2019 Reg. Length: 3 YEARS
Reg. Time: 12:01:05 Expiry Date: JUL 16, 2022
Base Reg. #: 639023L Control #: D6179753

Block#

S0001 Secured Party: FIRST WEST LEASING LTD
6470 201 STREET
LANGLEY BC V2Y2X4



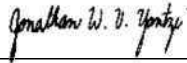
Attached is Exhibit "J"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



---

Jonathan Yantzi

A COMMISSIONER, ETC.



**Ontario Search Results**  
ID 1795091  
Search Type [BD] Business Debtor

**Your Ref No. 118-147772-JY**  
Liens : 1 Pages : 3

Searched : 08JAN2021 08:26 AM  
Printed : 08JAN2021 09:29 AM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 08:24:55  
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 3  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : 2039638 ONTARIO INC.

00 FILE NUMBER : 683568027 EXPIRY DATE : 13DEC 2022 STATUS :  
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :  
REG NUM : 20121213 1941 1531 7334 REG TYP: P PPSA REG PERIOD: 5  
02 IND DOB : IND NAME:  
03 BUS NAME: 2039638 ONTARIO INC.

OCN :

04 ADDRESS : 1220 MATHESON BLVD. EAS  
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 1R2  
05 IND DOB : IND NAME:  
06 BUS NAME:

OCN :

07 ADDRESS :  
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :  
ROYAL BANK OF CANADA

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

11  
12

GENERAL COLLATERAL DESCRIPTION

13  
14  
15

16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

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

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:24:58  
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 3  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : 2039638 ONTARIO INC.

226

FILE NUMBER 683568027  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 01 OF 001 MV SCHED: 20171115 1432 1530 7567  
21 REFERENCE FILE NUMBER : 683568027  
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: 2039638 ONTARIO INC.

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

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

10  
11  
12  
13  
14  
15

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

---

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/08/2021  
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 08:25:01  
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 3  
FILE CURRENCY : 07JAN 2021  
SEARCH : BD : 2039638 ONTARIO INC.

227

FILE NUMBER 683568027  
PAGE TOT REGISTRATION NUM REG TYPE  
01 CAUTION : 001 OF 1 MV SCHED: 20210107 1407 1793 4671  
21 REFERENCE FILE NUMBER : 683568027  
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:  
23 REFERENCE DEBTOR/ IND NAME:  
24 TRANSFEROR: BUS NAME: 2039638 ONTARIO INC.

25 OTHER CHANGE:  
26 REASON: TO AMEND THE NAME OF THE DEBTOR FROM "2039638 ONTARIO INC." TO  
27 /DESCR: "UNIQUE RESTORATION LTD." PURSUANT TO ARTICLES OF AMALGAMATION.  
28 :  
02/05 IND/TRANSFEE:  
03/06 BUS NAME/TRFEE: UNIQUE RESTORATION LTD.

OCN:  
04/07 ADDRESS: 1220 MATHESON BLVD. E.  
CITY: MISSISSAUGA PROV: ON POSTAL CODE: L4W1R2  
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

10  
11  
12  
13  
14  
15

16 NAME : AIRD & BERLIS LLP  
17 ADDRESS : 181 BAY STREET, SUITE 1800, BOX# 754  
CITY : TORONTO PROV : ON POSTAL CODE : M5J2T9

---

END OF REPORT

RUN NUMBER : 008  
 RUN DATE : 2021/01/08  
 ID : 20210108082347.28

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

REPORT : PSSR060  
 PAGE : 1  
 ( 890)

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

TYPE OF SEARCH : BUSINESS DEBTOR

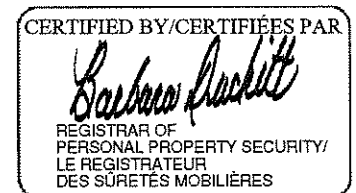
SEARCH CONDUCTED ON : 2039638 ONTARIO INC.

FILE CURRENCY : 07JAN 2021

ENQUIRY NUMBER 20210108082347.28 CONTAINS 5 PAGE(S), 1 FAMILY(IES).

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

AIRD & BERLIS LLP  
 ATTN: JENAYA MCLEAN  
 HOLD FOR PICKUP  
 TORONTO ON M5J2T9



(crj)5 06/2019)

CONTINUED... 2

RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082347.28

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

REPORT : PSSR060  
PAGE : 2  
( 891)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2039638 ONTARIO INC.  
FILE CURRENCY : 07JAN 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
683568027

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20121213 1941 1531 7334	P PPSA	5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 03 NAME BUSINESS NAME 2039638 ONTARIO INC. ONTARIO CORPORATION NO.  
 04 ADDRESS 1220 MATHESON BLVD. EAS MISSISSAUGA ON L4W 1R2

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.  
 07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA  
 09 ADDRESS 36 YORK MILLS ROAD 4TH FLR TORONTO ON M2P 0A4

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

11 MOTOR YEAR MAKE MODEL V.I.N.  
 12 VEHICLE

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

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

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crjfu 06/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082347.28

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

REPORT : PSSR060  
PAGE : 3  
( 892)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2039638 ONTARIO INC.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20171115 1432 1530 7567	
21	RECORD REFERENCED	FILE NUMBER	683568027		
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
			X	B RENEWAL	5
23	REFERENCE		FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2039638 ONTARIO INC.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/	TRANSFEEE	BUSINESS NAME			
04/07	ADDRESS	ONTARIO CORPORATION NO.			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION				
10	CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER
				MOTOR VEHICLE INCLUDED	DATE OF MATURITY OR MATURITY DATE
11	MOTOR VEHICLE GENERAL DESCRIPTION	YEAR	MAKE	MODEL	V. I. N.
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	ADDRESS	4126 NORLAND AVENUE		BURNABY	BC V5G 3S8

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

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
 REGISTRAR OF PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj2fu 08/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082347.28

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

REPORT : PSSR060  
PAGE : 4  
( 893)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2039638 ONTARIO INC.  
FILE CURRENCY : 07JAN 2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CADTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER
01	001	1		20210107 1407 1793 4671	
21	RECORD FILE NUMBER	683568027			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
			A AMENDMENT	YEARS	PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2039638 ONTARIO INC.		
25	OTHER CHANGE				
26	REASON/	TO AMEND THE NAME OF THE DEBTOR FROM "2039638 ONTARIO INC." TO			
27	DESCRIPTION	"UNIQUE RESTORATION LTD." PURSUANT TO ARTICLES OF AMALGAMATION.			
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	TRANSFeree	BUSINESS NAME	UNIQUE RESTORATION LTD.		
06					
04/07	ADDRESS	1220 MATHESON BLVD. E.	MISSISSAUGA	ONTARIO CORPORATION NO.	ON L4W1R2
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MAJORITY DATE
10					
11	MOTOR	YEAR MAKE	MODEL	V.I.N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	AIRD & BERLIS LLP			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	181 BAY STREET, SUITE 1800, BOX# 754	TORONTO	ON M5J2T9

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

CONTINUED... 5

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

(crj2fu 06/2019)



RUN NUMBER : 008  
RUN DATE : 2021/01/08  
ID : 20210108082347.28

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

REPORT : PSSR060  
PAGE : 5  
( 894)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : 2039638 ONTARIO INC.  
FILE CURRENCY : 07JAN 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
683568027	20121213 1941 1531 7334	20171115 1432 1530 7567	20210107 1407 1793 4671	

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

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(crfj5 06/2019)





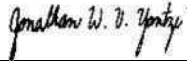
Attached is Exhibit "K"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



---

Jonathan Yantzi

A COMMISSIONER, ETC.

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #43

13294-0061 (LT)

PAGE 1 OF 4  
PREPARED FOR LRolfe01  
ON 2020/12/17 AT 12:56:51

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

PROPERTY DESCRIPTION: PT BLK C PL 904 MISSISSAUGA PT 35 43R1060, S/T RIGHT IN VS232424 ; MISSISSAUGA

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 13294-0198

PIN CREATION DATE:

1999/02/22

OWNERS' NAMES

UNIQUE RESTORATION LTD.

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/03/18 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/02/22**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/02/22 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/02/23 **</p>						
TI120053	1959/06/15	NOTICE				C
REMARKS: AMENDMENT OF TORONTO-MALTON AIRPORT ZONING REGULATIONS AMENDED 960306 BY K. BARBISON, DLR						
TI144298	1962/03/13	NOTICE				C
REMARKS: AMENDMENT OF TORONTO-MALTON AIRPORT ZONING REGULATIONS, AMENDED BY K.BARBISON DLR 96 03 06						
VS163212	1971/02/24	BYLAW				C
VS248789	1973/02/12	NOTICE				C
REMARKS: AMENDMENT OF TORONTO-MALTON AIRPORT ZONING REGULATIONS LT248789 AMENDED TO READ 248789VS 95/11/14 KATHY POWER						
43R1060	1973/07/10	PLAN REFERENCE				C
VS272206	1973/07/20	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***		
						MENICHAN, JOSEPH BOGEAN FLEET, JOHN GEORGE

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

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #43

13294-0061 (LT)

PAGE 2 OF 4  
PREPARED FOR LRolfe01  
ON 2020/12/17 AT 12:56:51

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
RO496924	1978/11/16	DEBENTURE		*** COMPLETELY DELETED ***	ROYNAT LTD.		
RO614533	1982/07/22	NO SEC INTEREST		*** COMPLETELY DELETED ***			
RO635179	1983/03/10	DEBENTURE		*** COMPLETELY DELETED ***	ROYNAT INC.		
RO636236	1983/03/21	NOTICE OF LEASE		*** COMPLETELY DELETED ***	VICAL FABRICATING INC.		
LI2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C	
		REMARKS: PEARSON AIRPORT ZONING REGULATION					
PR773183	2004/12/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYNAT INC.			
		REMARKS: RE: RO496924					
PR773184	2004/12/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYNAT INC.			
		REMARKS: RE: RO635179					
PR774654	2004/12/15	APL (GENERAL)		*** COMPLETELY DELETED *** MENICHAN, JOSEPH BOGEAN FLEET, JOHN GEORGE			
		REMARKS: DELETES RO636236					
PR776189	2004/12/16	TRANSFER	\$1,380,000	FLEET, JOHN GEORGE MENICHAN, JOSEPH BOGEAN	2039638 ONTARIO INC.	C	
		REMARKS: PLANNING ACT STATEMENTS					
PR776190	2004/12/16	CHARGE		*** COMPLETELY DELETED *** 2039638 ONTARIO INC.	BUSINESS DEVELOPMENT BANK OF CANADA		
PR1070521	2006/05/31	CHARGE		*** COMPLETELY DELETED *** 2039638 ONTARIO INC.	BUSINESS DEVELOPMENT BANK OF CANADA		
PR1412666	2008/02/07	CHARGE		*** COMPLETELY DELETED *** 2039638 ONTARIO INC.	BUSINESS DEVELOPMENT BANK OF CANADA		

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## PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #43

13294-0061 (LT)

PAGE 3 OF 4  
PREPARED FOR LRolf01  
ON 2020/12/17 AT 12:56:51

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR1412677	2008/02/07	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2039638 ONTARIO INC.	BUSINESS DEVELOPMENT BANK OF CANADA	
		REMARKS: PR1412666				
PR1478059	2008/06/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
		REMARKS: RE: PR776190				
PR2322711	2013/01/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
		REMARKS: PR1070521.				
PR2326263	2013/01/28	CHARGE		*** COMPLETELY DELETED *** 2039638 ONTARIO INC.	ROYAL BANK OF CANADA	
PR2326264	2013/01/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2039638 ONTARIO INC.	ROYAL BANK OF CANADA	
		REMARKS: PR2326263.				
PR2353890	2013/04/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
		REMARKS: PR1412666.				
PR2357360	2013/04/18	DISCHARGE INTEREST		*** COMPLETELY DELETED *** CONTINENTAL BANK OF CANADA		
		REMARKS: RO614533.				
PR3426633	2018/12/21	CHARGE	\$3,600,000	2039638 ONTARIO INC.	ROYAL BANK OF CANADA	C
PR3426642	2018/12/21	NO ASSGN RENT GEN		2039638 ONTARIO INC.	ROYAL BANK OF CANADA	C
		REMARKS: PR3426633				
PR3525586	2019/08/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: PR2326263.				
PR3534294	2019/09/05	CHARGE	\$600,000	2039638 ONTARIO INC.	ROMA BUILDING RESTORATION LIMITED	C
PR3623123	2020/03/04	APL CH NAME OWNER		2039638 ONTARIO INC.	UNIQUE RESTORATION LTD.	C
PR3651848	2020/05/15	NOTICE	\$1,300,000	ROMA BUILDING RESTORATION LIMITED	UNIQUE RESTORATION LTD.	C
		REMARKS: AMENDING PR3534294				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
 REGISTRY  
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13294-0061 (LT)

PAGE 4 OF 4  
 PREPARED FOR LRolf01  
 ON 2020/12/17 AT 12:56:51

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR3735718	2020/11/17	TRANSFER OF CHARGE		ROMA BUILDING RESTORATION LIMITED	VGNA HOLDINGS INC.	C
REMARKS: PR3534294.						

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

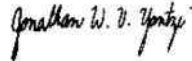
Attached is Exhibit "L"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



---

Jonathan Yantzi

A COMMISSIONER, ETC.

## PRIORITY AGREEMENT

This Priority Agreement is made as of **November 5, 2019** by and among Royal Bank of Canada, as senior lender (including its successors and assigns, the "**Senior Lender**"), and Roma Building Restoration Limited, as subordinated lender (including its successors and assigns, the "**Subordinated Lender**", and together with the Senior Lender, the "**Lenders**"), 2039638 Ontario Inc., as obligor (including its successors and assigns, collectively, the "**Obligor**").

**WHEREAS**, reference is made to the commitment letter dated as of September 13, 2017 and amended as of November 27, 2018 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Senior Loan Agreement**") by and among Unique Restoration Ltd. (the "**Borrower**") and the Senior Lender under which the Senior Lender has extended, or agreed to extend, credit to the Borrower on the terms and subject to the conditions specified in the Senior Loan Agreement, and the other agreements, documents, instruments, relating to, or referenced in the Senior Loan Agreement (the "**Senior Loan Documents**");

**AND WHEREAS** the Obligor has guaranteed the payment and performance of the obligations of the Borrower to the Senior Lender pursuant to a guarantee dated December 17, 2018.

**AND WHEREAS**, reference is made to the Loan Agreement dated on or about September 5, 2019 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Subordinated Loan Agreement**", and together with the Senior Loan Agreement, the "**Loan Agreements**"), by and among the Borrower, the Subordinated Lender and the Obligor, under which the Subordinated Lender has extended, or agreed to extend, credit to the Borrower on the terms and subject to the conditions specified in the Subordinated Loan Agreement, and the other agreements, documents, instruments, relating to, or referenced in the Subordinated Loan Agreement (the Subordinated Loan Documents, and together with the Senior Loan Documents, the "**Loan Documents**");

**AND WHEREAS**, all of the Obligor's obligations to the Senior Lender and the Subordinated Lender are secured by, *inter alia*, security interests in the lands and premises municipally known as 1220 Matheson Boulevard East, Mississauga, Ontario, granted to the Senior Lender and the Subordinated Lender under any and all agreements, documents, instruments creating or granting security interests securing the Senior Obligations (the "**Senior Security Documents**") and the Subordinated Obligations (the "**Subordinated Security Documents**", and together with the Senior Security Documents, the "**Security Documents**"); and

**AND WHEREAS**, under the terms of the Senior Loan Agreement, the parties are required to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Consent.** Each Lender consents to the incurring by the Borrower and each Obligor of the Obligations and the granting by the Borrower and each Obligor of the Security

- 2 -

Documents and acknowledges and agrees that such action does not constitute a default or an event of default under the Loan Documents or the Security Documents.

2. **Payment Subordination.** All present and future obligations, liabilities and indebtedness of the Borrower and the Obligor to the Subordinated Lender (collectively, the "**Subordinated Obligations**") is hereby postponed and subordinated to all present and future obligations, liabilities and indebtedness of the Borrower and the Obligor to the Senior Lender (collectively, the "**Senior Obligations**", and together with the Subordinated Obligations, the "**Obligations**") until the Senior Obligations are repaid in full, as confirmed in writing by the Senior Lender. Until the date upon which the Senior Obligations have been repaid in full, as confirmed in writing by the Senior Lender, the Subordinated Lender agrees that the Borrower and the Obligor cannot make, and the Subordinated Lender cannot receive, any payment in cash, property or security, by set-off or otherwise, owing and which may hereafter come owing by the Borrower or the Obligor to the Subordinated Lender (including, without limitation, interest and principal payments), without the prior written consent of the Senior Lender or as otherwise permitted by this Agreement.
3. **Permitted Payments.** So long as no Default Notice (as defined in Section 4) is in effect and no Standstill Period (as defined in Section 10) is in effect, and provided the Borrower has paid all amounts owing to the Senior Lender as required under the Senior Loan Agreement, the Borrower may pay and Subordinated Lender may receive:
  - (a) All payments of interest due and payable in accordance with the Subordinated Loan Agreement.
4. **Default Notice.** Upon the occurrence of an event or events which constitute, or with notice or lapse of time or both would constitute, an event of default under the Senior Loan Agreement, or if the Senior Lender determines that any scheduled payment permitted by Section 3 directly above, would result in, or with notice or lapse of time or both would result in, an event of default under the Senior Loan Agreement, or payment of the Senior Obligations, and upon receipt by the Subordinated Lender of written notice thereof from the Senior Lender (the "**Default Notice**"), no payment in cash, property or security, by set-off or otherwise, shall be made or agreed to by the Borrower or accepted by the Subordinated Lender on account of the Subordinated Obligations including any payments permitted by Section 3 directly above.
5. **Catch-Up Amounts.** Upon expiration or termination of the event or events outlined in the Default Notice in Section 4, and provided that all amounts then due and owing on account of the Senior Obligations have been paid, the Borrower or the Obligor shall pay to the Subordinated Lender all amounts which, but for the event noted in Section 4, would otherwise have been paid to the Subordinated Lender.
6. **Security Subordination.** All present and future security now or hereafter held, in whole or in part, by the Subordinated Lender for the Subordinated Obligations (collectively, the "**Subordinated Lender Security**") is hereby postponed and subordinated to all present and future security now or hereafter held, in whole or in part, by the Senior Lender to



- 3 -

secure the Senior Obligations (collectively, the “**Senior Lender Security**”, and together with the Subordinated Lender Security, the “**Security**”), until the Senior Obligations are repaid in full, as confirmed in writing by the Senior Lender. The Senior Lender Security will have priority to the full extent of the Senior Obligations over the Subordinated Lender Security.

7. **No Enforcement Action by Subordinated Lender.** The Subordinated Lender acknowledges and agrees that until all of the Senior Obligations have been paid in full (as confirmed in writing by the Senior Lender), the Senior Lender shall have the exclusive right to take and continue (or refrain from taking and continuing) any action in respect of Security and to exercise and enforce all rights and remedies thereunder, in such order and manner as it may determine in its sole discretion. The Subordinated Lender agrees that it will not interfere with any pending or proposed sale or realization process initiated, or consented to, by the Senior Lender.
8. **Enforcement Actions Subordinated Lender Cannot Take.** The Subordinated Lender agrees that it will not, without the prior written consent of the Senior Lender:
  - (a) exercise any right or remedy with respect to the Subordinated Obligations or the Subordinated Lender Security, including any collection or enforcement right or remedy;
  - (b) institute any action or proceeding against the Borrower or any Obligor, or enforce any right or remedy, including, without limitation, any possession, foreclosure or sale;
  - (c) appoint an interim receiver, receiver, receiver-manager or trustee in respect of the Borrower or any Obligor or over all or any part of their assets, or apply for a bankruptcy order against the Borrower or any Obligor; or
  - (d) object to any enforcement process or action initiated by the Senior Lender.
9. **Standstill Period.** Notwithstanding Section 7 and Section 8, the Subordinated Lender may take any action with respect to its Subordinated Lender Security and to exercise and enforce all its rights and remedies thereunder, with respect to the Subordinated Obligations or the Subordinated Lender Security after the expiry of 45 days (the “**Standstill Period**”) from the date of receipt by the Senior Lender of written notice from the Subordinated Lender of the acceleration or non-payment at maturity of the Subordinated Obligations then outstanding under the Subordinated Loan Documents unless the Senior Lender has commenced and is pursuing the exercise of any enforcement action with respect to any of the Senior Lender Security or any proceeding in respect of bankruptcy, insolvency, winding-up, receivership, arrangement, restructuring, reorganization, liquidation, dissolution or similar proceeding under the *Bankruptcy and Insolvency Act*, the *Companies’ Creditors Arrangement Act*, the *Canada Business Corporations Act*, the *Ontario Business Corporations Act* (one or more an “**Insolvency Proceedings**”) in respect of the Borrower or the Obligor.

- 4 -

10. **Actions Subordinated Lender Can Take.** Notwithstanding Section 7 and Section 8 the Subordinated Lender may (a) file a proof of claim or attend and vote at a meeting of creditors in connection with any bankruptcy or insolvency proceeding, so long as such vote does not impair any rights of the Senior Lender; (b) take action that is required to preserve the validity or priority of the Subordinated Obligations or the Subordinated Lender Security; (c) obtain a monetary judgment for non-payment of the Subordinated Obligations, so long as it does not enforce the judgment; and (d) provide the Borrower or any Obligor with notice of default, demand, acceleration, enforcement or similar notice, so long as written notice is also provided to the Senior Lender.
11. **Trust.** The Subordinated Lender acknowledges and agrees that any and all proceeds received by the Subordinated Lender (including, without limitation, from the Subordinated Lender's realization, from the Borrower, any Obligor or their respective assets, from any Insolvency Proceedings, or from insurance proceeds) shall be paid to the Senior Lender and dealt with in accordance with this Agreement. The parties acknowledge and agree that the priorities contained in this Agreement shall extend to and include all principal, interest, fees, reimbursement and indemnity obligations, and enforcement costs. The Subordinated Lender acknowledges and agrees that, until all of the Senior Obligations have been paid in full (as confirmed in writing by the Senior Lender), any payment or distribution of any kind or character from the Borrower, the Obligor, or any other person, in respect of the Subordinated Obligations in violation of this Agreement, shall be held in trust by the Subordinated Lender for the benefit of the Senior Lender and forthwith paid to the Senior Lender.
12. **Notice.** Each Lender agrees to provide the other Lender with a copy of any Event of Default (as defined in the Loan Agreement) notice or written waiver letter at the same time as sent to the Obligor. Provided that, such Lender shall have no liability to the other Lender for failure to do so.
13. **Representations and Warranties.** Each Lender represents and warrants to the other Lender:
  - (a) It is duly organized, validly existing under the laws of its jurisdiction of incorporation or formation and is duly qualified to carry on business in, and in good standing in, each jurisdiction in which it owns property or assets or carries on business.
  - (b) It has the capacity and power and the authority to enter into, execute, deliver, and carry out the terms of this Agreement and the transactions contemplated by this Agreement, all of which have been duly authorized by all proper and necessary action.
  - (c) It has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of each Lender, enforceable against such Lender in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium

- 5 -

or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

- (d) The execution of this Agreement by such Lender does not, and will not breach, or create a default under, the constating documents of the Lender, the Loan Documents, any agreement, document or other instrument to which it is a party or to which it or any of its property may be bound or affected, or any law, regulation or order or require any waiver or consent or approval that has not been obtained.
14. **Agreement Binding on Receiver or Trustee.** This Agreement shall be effective, before, during and after the commencement of an Insolvency Proceeding. All references to this Agreement to the Borrower or Obligor shall include any interim receiver, receiver, receiver manager, monitor, proposal trustee or other similar trustee for the Borrower or Obligor or over the assets of the Borrower or Obligor.
15. **Proofs of Claim.** The Subordinated Lender agrees to complete and file any proofs of claim in respect of the Subordinated Obligations reasonably requested by the Senior Lender in connection with any bankruptcy or insolvency proceeding in accordance with the terms of this Agreement and directing that all dividends be payable to the Senior Lender.
16. **Voting.** The Subordinated Lender agrees not to vote for any plan or arrangement, or reorganization or proposal, that does not provide for the prior repayment in full of the Senior Obligations or is otherwise inconsistent with the terms of this Agreement.
17. **Disposition.** The Subordinated Lender agrees that it will not object to or oppose any sale or disposition of any property or assets securing all or any part of the Senior Obligations, free and clear of encumbrances or other claims of the Subordinated Lender, if the Senior Lender consents to such sale or disposition.
18. **Stay of Proceeding.** The Subordinated Lender agrees that, until the Senior Obligations are paid in full (as confirmed in writing by the Senior Lender), it will not (i) seek relief from any stay in any Insolvency Proceeding or support any other person seeking such relief, or (ii) object to, or support any other person objecting to, the Senior Lender's request for relief from any stay in any Insolvency Proceedings.
19. **Fraudulent Conveyance or Preference.** If any Lender receives any payment or other distribution on account of the Senior Obligations or Subordinated Obligations, as applicable, and such payment or other distribution is subsequently invalidated, declared to be fraudulent or preferential or required to be repaid to the Borrower, any Obligor, a trustee, receiver, receiver and manager or any other person under any applicable law then, to the extent of such payment required to be repaid, the Senior Obligations or Subordinated Obligations, as applicable, shall be reinstated as if such payment had not been received by the Senior Lender or the Subordinated Lender, as applicable.
20. **Unconditional Obligations.** All rights, agreements, priorities and obligations of the Lenders, the Borrower and the Obligor shall apply notwithstanding:

- 6 -

- (a) The validity, lack of validity, perfection, lack of perfection, enforceability or unenforceability of any loan and security documents.
  - (b) The time of creation, granting, execution, delivery, attachment, registration, filing, perfection or enforcement of any of the Senior Obligations or the Subordinated Obligations, or the Senior Lender Security or the Subordinated Lender Security, or any part thereof.
  - (c) The time of any loan or advance made to the Borrower or any Obligor by any Lender.
  - (d) The jurisdictions where any of the Senior Lender Security or the Subordinated Lender Security is registered or failure of either Lender to properly register or perfect any of such security in any jurisdiction.
  - (e) The time of default or demand or acceleration of payment.
  - (f) Any priority otherwise granted to the Senior Obligations or the Subordinated Obligations, or the Senior Lender Security or the Subordinated Lender Security, under applicable law, including purchase-money security interests.
  - (g) Any act or omission of the Borrower, any Obligor, or any other person.
  - (h) Any other matter or circumstance whatsoever.
21. **Future Obligor.** The Borrower and the Obligor will cause every person that becomes an obligor after the date hereof to immediately execute and deliver an intercreditor joinder agreement, substantially in a form approved by the Lenders.
22. **Subrogation.** The Subordinated Lender shall not be subrogated to the rights of the Senior Lender to receive payments of cash or other property of the Borrower or Obligor in respect of and on account of the Subordinated Obligations unless and until the Senior Obligations have been repaid in full, as confirmed in writing by the Senior Lender.
23. **Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing, signed by all the parties hereto.
24. **Waiver.** No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of, any other right, remedy, power or privilege.

- 7 -

25. **Successors and Assigns** This Agreement is binding upon, and shall enure to the benefit of, the parties hereto and their respective permitted successors and permitted assigns. The Senior Lender may, from time to time, without notice to the Subordinated Lender, assign or transfer any or all of the Senior Obligations, the Senior Lender Security, or any interest therein to any person and, notwithstanding any such assignment or transfer, or any subsequent assignment or transfer, the Senior Obligations, the Senior Lender Security, or any interest therein shall, subject to the terms hereof, be and remain the Senior Obligations and the Senior Lender Security for purposes of this Agreement. The Subordinated Lender cannot sell, assign, encumber or otherwise transfer, in whole or in part, the Subordinated Obligations, the Subordinated Lender Security, or assign its rights under this Agreement, without the prior written consent of the Senior Lender and unless such permitted assignee signs a written agreement in form and substance satisfactory to the Senior Lender, agreeing to be bound by the terms of this Agreement.
26. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing, addressed at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier, facsimile or email of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only upon receipt by the receiving party, and if the party giving the Notice has complied with the requirements of this Section.
27. **Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.
28. **Contesting Security.** Neither Lender shall commence or support any action or proceeding to challenge or contest the creation, validity, perfection, priority or enforceability of any Security granted to any Lender or any act or omission in the enforcement of any of the Security or take any action which could diminish, impair or prejudice the rights and obligations contemplated thereby.
29. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that Province.
31. **Submission to Jurisdiction.** Any action or proceeding arising out of or relating to this Agreement, the other Loan Documents or the transactions contemplated or thereby will be

- 8 -

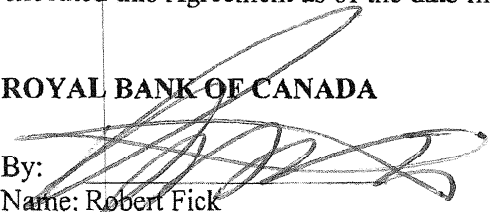
instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.

32. **Counterparts and Facsimile.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
33. **Entire Agreement.** This Agreement[, together with together with any other documents incorporated herein by reference and all related exhibits and schedules,] constitutes the entire agreement of the parties to this Agreement, with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

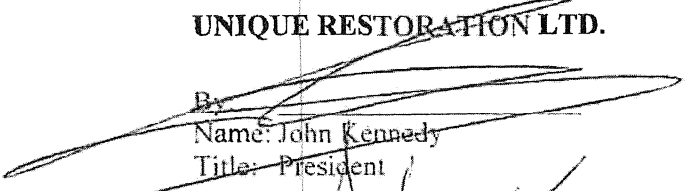
**ROYAL BANK OF CANADA**

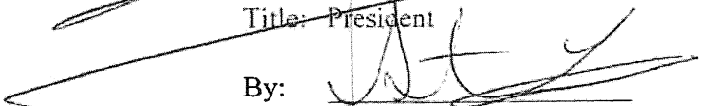
By:   
Name: Robert Fick  
Title: Manager, Special Loans Group

**ROMA BUILDING RESTORATION LIMITED**

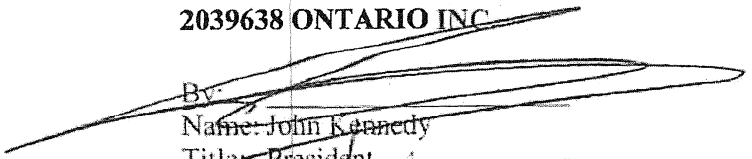
By:   
Name: Joe Battisti  
Title: Vice President

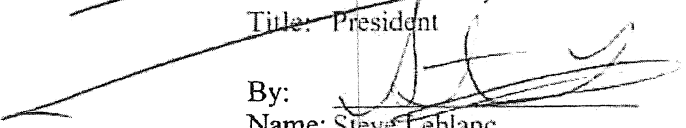
**UNIQUE RESTORATION LTD.**

By:   
Name: John Kennedy  
Title: President

By:   
Name: Steve Leblanc  
Title: Secretary Treasurer

**2039638 ONTARIO INC**

By:   
Name: John Kennedy  
Title: President

By:   
Name: Steve Leblanc  
Title: Secretary Treasurer

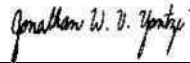
Attached is Exhibit "M"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



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Jonathan Yantzi

A COMMISSIONER, ETC.



<b>AIRD BERLIS</b>
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Sanjeev Mitra  
Direct: 416.865.3085  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

March 26, 2020

PRIVATE & CONFIDENTIAL  
DELIVERED BY EMAIL C/O ([gmallough@hoeyremus.com](mailto:gmallough@hoeyremus.com))

**Unique Restoration Ltd.**  
1220 Matheson Boulevard East  
Mississauga, Ontario L4W 1R2

**Attention: Steven Leblanc**

Dear Sirs/Mesdames:

**Re: Royal Bank of Canada (the “Lender”) loans to Unique Restoration Ltd. (the “Debtor”)**

---

We are the lawyers for the Lender in connection with its lending arrangements with the Debtor.

The Debtor is indebted to the Lender with respect to certain credit facilities (the “**Credit Facilities**”) made available by the Lender to the Unique Restoration Ltd. (“**Unique**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and Unique, as borrower, dated September 13, 2017, (as amended, replaced, restated or supplemented from time to time, collectively, the “**Unique Credit Agreement**”).

The Debtor is indebted to the Lender with respect to the Credit Facilities made available by the Lender to 2039638 Ontario Inc. (“**203**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and 203, as borrower, dated January 20, 2020, (as amended, replaced, restated or supplemented from time to time, collectively, the “**203 Credit Agreement**”, together with the Unique Credit Agreement, the “**Credit Agreements**”). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreements.

The Debtor is in default of its obligations under the Credit Agreements.

The following amounts are owing to the Lender for principal, interest and fees pursuant to the Credit Facilities, plus costs and expenses, pursuant to the Credit Agreements as of March 25, 2020:

<b>Unique Restoration Ltd.</b>	<b>Indebtedness</b>
Operating Facility	\$3,096,214.43
VISA Facility	\$59,295.64
Term Loan	\$389,898.66
Legal Fees paid by the Lender	\$15,387.25
Unbilled legal fees and disbursements from February 28, 2020 to March 24, 2020	\$6,789.59
<b>Total</b>	<b>\$3,567,585.57</b>

On behalf of the Lender, we hereby make formal demand for payment of \$3,567,585.57, together with accruing interest and any and all costs and expenses (including, without limitation, any additional legal and other professional fees) incurred by the Lender (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreements and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, a (a) general security agreement granted by Unique in favour of the Lender, (b) a general security agreement granted by 203 in favour of the Lender, and (c) a Collateral mortgage in the amount of \$3,600,000.00 over the property known municipally as 1220 Mattheson Boulevard East, Mississauga, Ontario and legally described in PIN 13294-0061.

If payment of the Indebtedness is not received immediately, the Lender shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the appointment of an interim receiver, receiver and/or receiver and manager of the Debtor, in which case the Lender will also be seeking all costs associated with doing so.

On behalf of the Lender, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”).

The Lender hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

**AIRD & BERLIS LLP**

  
Sanjeev Mitra

Encl.

cc: *Bob Fick at Royal Bank of Canada*

**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**(Bankruptcy and Insolvency Act, Subsection 244(1))**

Delivered By EMail

TO: **Unique Restoration Ltd.**  
 1220 Matheson Boulevard East  
 Mississauga, Ontario L4W 1R2

*insolvent company / person*

**TAKE NOTICE** that:

1. Royal Bank of Canada (the "**Lender**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Unique Restoration Ltd. (the "**Debtor**"), including, without limiting the generality of the foregoing, all assets, undertaking and personal property of the Debtor.
2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*:
  - (a) a general security agreement dated granted by Unique Restoration Ltd., a predecessor of the Debtor in favour of the Lender;
  - (b) a general security agreement dated granted by 2039638 Ontario Inc., a predecessor of the Debtor in favour of the Lender; and
  - (c) a collateral mortgage in the amount of \$3,600,000.00 over the property known municipally as 1220 Matheson Boulevard East, Mississauga, Ontario and legally described in PIN 13294-0061.
3. As at March 25, 2020, the total amount of the indebtedness secured by the Security is the sum of \$3,567,585.57 in principal and interest, plus accruing interest and recovery costs and fees of the Lender (including, without limitation, the Lender's legal and other professional fees).
4. The Lender will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

**DATED** at Toronto this 26<sup>th</sup> day of March, 2020.

**ROYAL BANK OF CANADA**  
 by its lawyers, **Aird & Berlis LLP**

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

Sanjeev Mitra

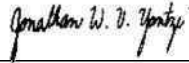
Brookfield Place, Suite 1800  
 181 Bay Street, Box 754  
 Toronto, ON M5J 2T9  
 Tel: 416-863-1500  
 Fax: 416-863-1515

**Note:** This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

Attached is Exhibit "N"

Referred to in the  
AFFIDAVIT OF ROBERT FICK

Sworn before me  
this 21st day of January, 2021



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Jonathan Yantzi  
A COMMISSIONER, ETC.

<b>AIRD BERLIS</b>
--------------------

Sanjeev Mitra  
Direct: 416.865.3085  
E mail: smitra@airdberlis.com

March 26, 2020

PRIVATE & CONFIDENTIAL  
DELIVERED BY EMAIL ([gmallough@hooyremus.com](mailto:gmallough@hooyremus.com))

John Kennedy  
1 Pineview Road  
Orangeville, Ontario L9W 4A1

Dear Sir:

**Re: Royal Bank of Canada (the “Lender”) loans to Unique Restoration Ltd. (the “Debtor”)**

We are the lawyers for the Lender in connection with its lending arrangements with the Debtor.

The Debtor is indebted to the Lender with respect to certain credit facilities (the “**Credit Facilities**”) made available by the Lender to the Unique Restoration Ltd. (“**Unique**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and Unique, as borrower, dated September 13, 2017, (as amended, replaced, restated or supplemented from time to time, collectively, the “**Unique Credit Agreement**”).

The Debtor is indebted to the Lender with respect to the Credit Facilities made available by the Lender to 2039638 Ontario Inc. (“**203**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and 203, as borrower, dated January 20, 2020, (as amended, replaced, restated or supplemented from time to time, collectively, the “**203 Credit Agreement**”, together with the Unique Credit Agreement, the “**Credit Agreements**”). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreements.

One or more Event(s) of Default (as defined in the Credit Agreements) has/have occurred under the Credit Agreements, and the Lender has made formal demand on the Debtor.

The following amounts are owing by the Debtor to the Lender for principal, interest and fees pursuant to the Credit Facilities, plus costs and expenses, pursuant to the Credit Agreements as of March 25, 2020:

<b>Unique Restoration Ltd.</b>	<b>Indebtedness</b>
Operating Facility	\$3,096,214.43
VISA Facility	\$59,295.64
Term Loan	\$389,898.66
Legal Fees paid by the Lender	\$15,387.25
Unbilled legal fees and disbursements from February 28, 2020 to March 24, 2020	\$6,789.59

<b>Unique Restoration Ltd.</b>	<b>Indebtedness</b>
<b>Total</b>	<b>\$3,567,585.57</b>

In your personal capacity, you guaranteed the obligations of the Debtor to the Lender pursuant to a written guarantee (the "**Guarantee**").

On behalf of the Lender, we hereby make formal demand for payment of the sum of \$475,000.00, together with all fees arising pursuant to the Guarantee, together with interest and any and all costs and expenses (including, without limitation, the Lender's legal and other professional fees) incurred by the Lender (collectively, the "**Guaranteed Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Guaranteed Indebtedness at the rates established by the Guarantee.

If payment of the Guaranteed Indebtedness is not received immediately, the Lender shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of proceedings in the Ontario Superior Court of Justice in respect of the Guarantee, in which case the Lender will also be seeking all costs incurred in so doing.

Yours truly,

**AIRD & BERLIS LLP**

**Sanjeev Mitra**

cc: *Bob Fick at Royal Bank of Canada*

39352671.2

**AIRD BERLIS**

<b>AIRD BERLIS</b>
--------------------

Sanjeev Mitra  
Direct: 416.865.3085  
E mail: smitra@airdberlis.com

March 26,2020

PRIVATE & CONFIDENTIAL  
DELIVERED BY EMAIL ([gmallough@hooyremus.com](mailto:gmallough@hooyremus.com))

Monica Kennedy  
1 Pineview Road  
Orangeville, Ontario L9W 4A1

Dear Madam:

**Re: Royal Bank of Canada (the “Lender”) loans to Unique Restoration Ltd. (the “Debtor”)**

We are the lawyers for the Lender in connection with its lending arrangements with the Debtor.

The Debtor is indebted to the Lender with respect to certain credit facilities (the “**Credit Facilities**”) made available by the Lender to the Unique Restoration Ltd. (“**Unique**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and Unique, as borrower, dated September 13, 2017, (as amended, replaced, restated or supplemented from time to time, collectively, the “**Unique Credit Agreement**”).

The Debtor is indebted to the Lender with respect to the Credit Facilities made available by the Lender to 2039638 Ontario Inc. (“**203**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and 203, as borrower, dated January 20, 2020, (as amended, replaced, restated or supplemented from time to time, collectively, the “**203 Credit Agreement**”, together with the Unique Credit Agreement, the “**Credit Agreements**”). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreements.

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Unique Restoration Ltd.	Indebtedness
<b>Total</b>	\$3,567,585.57

In your personal capacity, you guaranteed the obligations of the Debtor to the Lender pursuant to a written guarantee (the "**Guarantee**").

On behalf of the Lender, we hereby make formal demand for payment of the sum of \$475,000.00, together with all fees arising pursuant to the Guarantee, together with interest and any and all costs and expenses (including, without limitation, the Lender's legal and other professional fees) incurred by the Lender (collectively, the "**Guaranteed Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Guaranteed Indebtedness at the rates established by the Guarantee.

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Yours truly,

**AIRD & BERLIS LLP**

**Sanjeev Mitra**

cc: *Bob Fick at Royal Bank of Canada*

39352634.3



<b>AIRD BERLIS</b>
--------------------

Sanjeev Mitra  
Direct: 416.865.3085  
E mail: smitra@airdberlis.com

March 26, 2020

PRIVATE & CONFIDENTIAL  
DELIVERED BY EMAIL ([gmallough@hooyremus.com](mailto:gmallough@hooyremus.com))

Steven Leblanc  
45 Church Street  
Stoney Creek, Ontario L8E 2X7

Dear Sir:

**Re: Royal Bank of Canada (the “Lender”) loans to Unique Restoration Ltd. (the “Debtor”)**

---

We are the lawyers for the Lender in connection with its lending arrangements with the Debtor.

The Debtor is indebted to the Lender with respect to certain credit facilities (the “**Credit Facilities**”) made available by the Lender to the Unique Restoration Ltd. (“**Unique**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and Unique, as borrower, dated September 13, 2017, (as amended, replaced, restated or supplemented from time to time, collectively, the “**Unique Credit Agreement**”).

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<b>Total</b>	\$3,567,585.57

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Yours truly,

**AIRD & BERLIS LLP**

**Sanjeev Mitra**

cc: *Bob Fick at Royal Bank of Canada*

39352671.2

**AIRD BERLIS**

<b>AIRD BERLIS</b>
--------------------

Sanjeev Mitra  
Direct: 416.865.3085  
E mail: smitra@airdberlis.com

March 26, 2020

PRIVATE & CONFIDENTIAL  
DELIVERED BY EMAIL ([gmallough@hooyremus.com](mailto:gmallough@hooyremus.com))

Linda Leblanc  
45 Church Street  
Stoney Creek, Ontario L8E 2X7

Dear Madam:

**Re: Royal Bank of Canada (the “Lender”) loans to Unique Restoration Ltd. (the “Debtor”)**

---

We are the lawyers for the Lender in connection with its lending arrangements with the Debtor.

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<b>Total</b>	\$3,567,585.57

In your personal capacity, you guaranteed the obligations of the Debtor to the Lender pursuant to a written guarantee (the "**Guarantee**").

On behalf of the Lender, we hereby make formal demand for payment of the sum of \$475,000.00, together with all fees arising pursuant to the Guarantee, together with interest and any and all costs and expenses (including, without limitation, the Lender's legal and other professional fees) incurred by the Lender (collectively, the "**Guaranteed Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Guaranteed Indebtedness at the rates established by the Guarantee.

If payment of the Guaranteed Indebtedness is not received immediately, the Lender shall take whatever steps it considers necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of proceedings in the Ontario Superior Court of Justice in respect of the Guarantee, in which case the Lender will also be seeking all costs incurred in so doing.

Yours truly,

**AIRD & BERLIS LLP**

  
**Sanjeev Mitra**

cc: *Bob Fick at Royal Bank of Canada*

39352680.3

**AIRD BERLIS**



Sanjeev Mitra  
Direct: 416.865.3085  
E mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

April 6, 2020

PRIVATE & CONFIDENTIAL  
DELIVERED BY EMAIL ([gmallough@hoeyremus.com](mailto:gmallough@hoeyremus.com))

John Kennedy  
1 Pineview Road  
Orangeville, Ontario L9W 4A1

Dear Sir:

**Re: Royal Bank of Canada (the “Lender”) loans to Unique Restoration Ltd. (the “Debtor”)**

We are the lawyers for the Lender in connection with its lending arrangements with the Debtor.

The Debtor is indebted to the Lender with respect to certain credit facilities (the “**Credit Facilities**”) made available by the Lender to the Unique Restoration Ltd. (“**Unique**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and Unique, as borrower, dated September 13, 2017, (as amended, replaced, restated or supplemented from time to time, collectively, the “**Unique Credit Agreement**”).

The Debtor is indebted to the Lender with respect to the Credit Facilities made available by the Lender to 2039638 Ontario Inc. (“**203**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and 203, as borrower, dated January 20, 2020, (as amended, replaced, restated or supplemented from time to time, collectively, the “**203 Credit Agreement**”, together with the Unique Credit Agreement, the “**Credit Agreements**”). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreements.

One or more Event(s) of Default (as defined in the Credit Agreements) has/have occurred under the Credit Agreements, and the Lender has made formal demand on the Debtor.

The following amounts are owing by the Debtor to the Lender for principal, interest and fees pursuant to the Credit Facilities, plus costs and expenses, pursuant to the Credit Agreements as of March 25, 2020:

<b>Unique Restoration Ltd.</b>	<b>Indebtedness</b>
Operating Facility	\$3,096,214.43
VISA Facility	\$59,295.64
Term Loan	\$389,898.66
Legal Fees paid by the Lender	\$15,387.25
Unbilled legal fees and disbursements from February 28, 2020 to March 24, 2020	\$6,789.59

<b>Unique Restoration Ltd.</b>	<b>Indebtedness</b>
<b>Total</b>	<b>\$3,567,585.57</b>

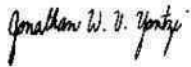
In your personal capacity, you guaranteed the obligations of the Debtor to the Lender pursuant to a written guarantee dated December 20, 2012 given in connection with the 203 Credit Agreement (the "**Guarantee**").

On behalf of the Lender, we hereby make formal demand for payment of the sum of \$475,000.00, together with all fees arising pursuant to the Guarantee, together with interest and any and all costs and expenses (including, without limitation, the Lender's legal and other professional fees) incurred by the Lender (collectively, the "**Guaranteed Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Guaranteed Indebtedness at the rates established by the Guarantee.

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Yours truly,

**AIRD & BERLIS LLP**



Per **Sanjeev Mitra**

cc: *Bob Fick at Royal Bank of Canada*

39496831.2



Sanjeev Mitra  
Direct: 416.865.3085  
E mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

April 6, 2020

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DELIVERED BY EMAIL ([gmallough@hoeyremus.com](mailto:gmallough@hoeyremus.com))

Monica Kennedy  
1 Pineview Road  
Orangeville, Ontario L9W 4A1

Dear Madam:

**Re: Royal Bank of Canada (the “Lender”) loans to Unique Restoration Ltd. (the “Debtor”)**

We are the lawyers for the Lender in connection with its lending arrangements with the Debtor.

The Debtor is indebted to the Lender with respect to certain credit facilities (the “**Credit Facilities**”) made available by the Lender to the Unique Restoration Ltd. (“**Unique**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and Unique, as borrower, dated September 13, 2017, (as amended, replaced, restated or supplemented from time to time, collectively, the “**Unique Credit Agreement**”).

The Debtor is indebted to the Lender with respect to the Credit Facilities made available by the Lender to 2039638 Ontario Inc. (“**203**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and 203, as borrower, dated January 20, 2020, (as amended, replaced, restated or supplemented from time to time, collectively, the “**203 Credit Agreement**”, together with the Unique Credit Agreement, the “**Credit Agreements**”). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreements.

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<b>Unique Restoration Ltd.</b>	<b>Indebtedness</b>
<b>Total</b>	<b>\$3,567,585.57</b>

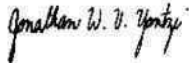
In your personal capacity, you guaranteed the obligations of the Debtor to the Lender pursuant to a written guarantee dated December 20, 2012 given in connection with the 203 Credit Agreement (the “**Guarantee**”).

On behalf of the Lender, we hereby make formal demand for payment of the sum of \$475,000.00, together with all fees arising pursuant to the Guarantee, together with interest and any and all costs and expenses (including, without limitation, the Lender’s legal and other professional fees) incurred by the Lender (collectively, the “**Guaranteed Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Guaranteed Indebtedness at the rates established by the Guarantee.

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Yours truly,

**AIRD & BERLIS LLP**



Per **Sanjeev Mitra**

cc: *Bob Fick at Royal Bank of Canada*

39496911.2





Sanjeev Mitra  
Direct: 416.865.3085  
E mail: smitra@airdberlis.com

April 6, 2020

PRIVATE & CONFIDENTIAL  
DELIVERED BY EMAIL ([gmallough@hooyremus.com](mailto:gmallough@hooyremus.com))

Steven Leblanc  
45 Church Street  
Stoney Creek, Ontario L8E 2X7

Dear Sir:

**Re: Royal Bank of Canada (the “Lender”) loans to Unique Restoration Ltd. (the “Debtor”)**

We are the lawyers for the Lender in connection with its lending arrangements with the Debtor.

The Debtor is indebted to the Lender with respect to certain credit facilities (the “**Credit Facilities**”) made available by the Lender to the Unique Restoration Ltd. (“**Unique**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and Unique, as borrower, dated September 13, 2017, (as amended, replaced, restated or supplemented from time to time, collectively, the “**Unique Credit Agreement**”).

The Debtor is indebted to the Lender with respect to the Credit Facilities made available by the Lender to 2039638 Ontario Inc. (“**203**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and 203, as borrower, dated January 20, 2020, (as amended, replaced, restated or supplemented from time to time, collectively, the “**203 Credit Agreement**”, together with the Unique Credit Agreement, the “**Credit Agreements**”). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreements.

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<b>Unique Restoration Ltd.</b>	<b>Indebtedness</b>
<b>Total</b>	<b>\$3,567,585.57</b>

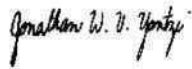
In your personal capacity, you guaranteed the obligations of the Debtor to the Lender pursuant to a written guarantee dated December 20, 2012 given in connection with the 203 Credit Agreement (the "**Guarantee**").

On behalf of the Lender, we hereby make formal demand for payment of the sum of \$475,000.00, together with all fees arising pursuant to the Guarantee, together with interest and any and all costs and expenses (including, without limitation, the Lender's legal and other professional fees) incurred by the Lender (collectively, the "**Guaranteed Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Guaranteed Indebtedness at the rates established by the Guarantee.

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Yours truly,

**AIRD & BERLIS LLP**



Per **Sanjeev Mitra**

cc: *Bob Fick at Royal Bank of Canada*

39496944.2



Sanjeev Mitra  
Direct: 416.865.3085  
E mail: smitra@airdberlis.com

April 6, 2020

PRIVATE & CONFIDENTIAL  
DELIVERED BY EMAIL ([gmallough@hooyremus.com](mailto:gmallough@hooyremus.com))

Linda Leblanc  
45 Church Street  
Stoney Creek, Ontario L8E 2X7

Dear Madam:

**Re: Royal Bank of Canada (the “Lender”) loans to Unique Restoration Ltd. (the “Debtor”)**

We are the lawyers for the Lender in connection with its lending arrangements with the Debtor.

The Debtor is indebted to the Lender with respect to certain credit facilities (the “**Credit Facilities**”) made available by the Lender to the Unique Restoration Ltd. (“**Unique**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and Unique, as borrower, dated September 13, 2017, (as amended, replaced, restated or supplemented from time to time, collectively, the “**Unique Credit Agreement**”).

The Debtor is indebted to the Lender with respect to the Credit Facilities made available by the Lender to 2039638 Ontario Inc. (“**203**”), a predecessor of the Debtor, pursuant to and under the terms of a letter credit agreement entered into between the Lender, as lender, and 203, as borrower, dated January 20, 2020, (as amended, replaced, restated or supplemented from time to time, collectively, the “**203 Credit Agreement**”, together with the Unique Credit Agreement, the “**Credit Agreements**”). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreements.

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Unbilled legal fees and disbursements from February 28, 2020 to March 24, 2020	\$6,789.59

Unique Restoration Ltd.	Indebtedness
<b>Total</b>	<b>\$3,567,585.57</b>

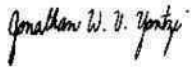
In your personal capacity, you guaranteed the obligations of the Debtor to the Lender pursuant to a written guarantee dated December 20, 2012 given in connection with the 203 Credit Agreement (the “**Guarantee**”).

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Yours truly,

**AIRD & BERLIS LLP**



Per **Sanjeev Mitra**

cc: *Bob Fick at Royal Bank of Canada*

39497041.2

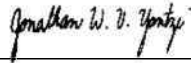
Attached is Exhibit "O"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



---

Jonathan Yantzi

A COMMISSIONER, ETC.

**FORBEARANCE AGREEMENT**

**THIS AGREEMENT** is made as of this 4<sup>th</sup> day of June, 2020.

**A M O N G S T:**

**ROYAL BANK OF CANADA**

(hereinafter referred to as the “**Lender**”)

- and -

**UNIQUE RESTORATION LTD.**

(hereinafter referred to as the “**Borrower**”)

- and -

**JOHN KENNEDY (“John”), MONICA KENNEDY (“Monica”), STEVEN LEBLANC (“Steven”) and LINDA LEBLANC (“Linda”)**

(hereinafter collectively referred to as the “**Guarantors**”)

**RECITALS:**

**WHEREAS** Unique Restoration Ltd. (“**Unique**”) and 2039638 Ontario Inc. (“**203**”) amalgamated on March 1, 2020 and continued to operate as the Borrower.

**AND WHEREAS** the Borrower is directly indebted to the Lender with respect to certain credit facilities (the “**Credit Facilities**”) made available by the Lender to the Borrower pursuant to and under the terms of:

- (a) the letter credit agreement between RBC and Unique dated as of September 13, 2017 and amended by the amending letter agreement dated November 27, 2018 (collectively, as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the “**Unique Credit Agreement**”);
- (b) a letter credit agreement between RBC and 203 dated as of January 20, 2020 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time and together with the Unique Credit Agreement, the “**Credit Agreements**”).

**AND WHEREAS** Unique, 203 and the Guarantors have directly guaranteed the obligations of the Borrower to the Lender (the “**Guarantees**”), each pursuant to the terms of certain guarantee agreements more particularly set out in **Schedule “A”** hereto;

**AND WHEREAS**, to secure the obligations of the Borrower and the Guarantors (collectively, the “**Credit Parties**”) to the Lender, including, without limitation, those arising under the Credit Agreements and the Guarantees, the Credit Parties have provided security in favour of the Lender (collectively, the “**Security**”) including, without limitation, the security set out in **Schedule “B”** hereto;

**AND WHEREAS** certain of the Credit Facilities are payable on demand and certain defaults have also occurred pursuant to the Credit Agreements and the Lender has demanded repayment of the Indebtedness (as hereinafter defined);

**AND WHEREAS** the Credit Parties have requested and the Lender has agreed to forbear from taking certain actions under the Security in connection with the defaults of the Borrower existing to the date hereof and has agreed to continue to extend the Credit Facilities to the Borrower solely on the terms and conditions and subject to the limitations as specified in this Agreement, so that the Borrower has additional time to indefeasibly repay the Lender, in full, at the end of the Forbearance Period (as defined herein);

**NOW THEREFORE** in consideration of the respective covenants of the parties hereto as herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement, unless the context otherwise requires, all terms defined in the Credit Agreements and not otherwise defined herein shall have the respective meanings ascribed to them in the Credit Agreements. All monetary amounts referred to in this Agreement shall refer to Canadian currency.

### **1.2 Gender and Number**

Words importing the singular include the plural and vice versa and words importing gender include all genders.

### **1.3 Severability**

Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

### **1.4 Headings**

The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

### **1.5 Entire Agreement**

Except for the Financing Agreements (as hereinafter defined) and the additional documents provided for herein, this Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, relating to the subject matter hereof. This Agreement may not be amended or modified except by written consent executed by all the parties. No provision of this Agreement will be deemed waived by any course of conduct unless such waiver is in writing and signed by all the parties, specifically stating that it is intended to modify this Agreement.

### **1.6 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflicts of law or principles of comity.

### **1.7 Attornment**

Each party hereto irrevocably attorns to the exclusive jurisdiction of the Superior Court of Justice (Commercial List) of the Province of Ontario in the City of Toronto for all matters arising out of or in connection with this Agreement.

### **1.8 Conflicts**

If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Credit Agreements, the Guarantees, the Security or any other agreement executed in connection therewith (collectively, the “**Financing Agreements**”), the provisions of this Agreement shall prevail to the extent of the inconsistency, but the foregoing shall not apply to limit or restrict in any way the rights and remedies of the Lender under the Financing Agreements or this Agreement other than as may be specifically contemplated herein.

## **ARTICLE 2 ACKNOWLEDGEMENT AND CONFIRMATION**

### **2.1 Acknowledgement of Obligations**

- (a) Each of the Credit Parties hereby acknowledges, confirms and agrees that, as of the close of business on March 25, 2020, the indebtedness owing to the Lender in respect of advances made pursuant to the Credit Agreements is the amount of \$3,567,585.57, exclusive of amounts which are owing and which may become owing for the Lender’s fees, agent costs, professional fees, accruing interest at the rates set out in the Credit Agreements, costs and any additional borrowings since March 25, 2020 (the “**Indebtedness**”).
- (b) Each of the Credit Parties hereby acknowledges, confirms and agrees that, as a result of the Credit Agreements and the Guarantees:



- (i) the Borrower is indebted to the Lender in respect of the totality of the Indebtedness;
  - (ii) John and Monica are jointly and severally indebted to the Lender in respect of the totality of the obligations of the Borrower to the Lender up to a principal amount of \$950,000.00 from the date of demand plus interest and costs thereon (including, without limitation, the totality of the Indebtedness);
  - (iii) Steven and Linda are jointly and severally indebted to the Lender in respect of the totality of the obligations of the Borrower to the Lender up to a principal amount of \$950,000.00 from the date of demand plus interest and costs thereon (including, without limitation, the totality of the Indebtedness).
- (c) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Indebtedness and any other amounts now or hereafter properly payable by the Credit Parties to the Lender under the Financing Agreements is unconditionally owing to the Lender, without any right of setoff, defence, counterclaim or reduction of any kind, nature or description whatsoever, and the Credit Parties are estopped from disputing such Indebtedness.
  - (d) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Credit Parties will continue to accept statements of the Indebtedness issued by the Lender to be accurate statements of the amount and the particulars of the Indebtedness as of the date of the statement, absent manifest error.

## **2.2 Acknowledgement of Security Interests**

- (a) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Security, as applicable, has not been discharged, waived or varied, that it is binding upon the Credit Parties, as applicable, and that the Security is enforceable in accordance with its written terms until the obligations of the Credit Parties to the Lender have been indefeasibly paid and satisfied in full.
- (b) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Guarantees are and shall continue to be in full force and effect and are valid, binding and enforceable upon the Credit Parties until the obligations of the Credit Parties to the Lender have been indefeasibly paid and satisfied in full, and that neither the execution of this Agreement nor any change to the Indebtedness occasioned hereby, or any other matter arising herefrom, shall in any way affect the continuing effectiveness and validity of the Guarantees.

## **2.3 Acknowledgement of Demands and Notices of Intention to Enforce Security**

Each of the Credit Parties hereby acknowledges, confirms and agrees that each of the Credit Parties has, prior to the execution and delivery of this Agreement, received from the Lender a validly issued and delivered demand for the acceleration and payment of the

Indebtedness (collectively, the “**Demands**”). Each of the Credit Parties further acknowledges, confirms and agrees that the Borrower has, prior to the date of this Agreement, received from the Lender a Notice of Intention to Enforce Security (collectively, the “**Notices**”) pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) in respect of the Security, and each of the Credit Parties confirms that the ten day notice period set forth in the Notices has expired or, in the alternative, that by execution of this Agreement, the Borrower has waived the ten day notice period required to enforce any security interest that may be required pursuant to Section 244(1) of the BIA in respect of the Security and that, subject only to the terms of this Agreement, there is no further step required by the Lender in order to enforce the Security. Each of the Credit Parties further acknowledges that nothing in this Agreement shall constitute a waiver or revocation of the Demands or the Notices.

#### **2.4 Acknowledgement of Certain Events of Default**

- (a) Each of the Credit Parties hereby acknowledges, confirms and agrees that one or more defaults have occurred and are continuing pursuant to the provisions of the Credit Agreements (any and all such defaults as may be existing and known to the Lender as of the date hereof being referred to as the “**Existing Defaults**”).
- (b) Each of the Credit Parties further acknowledges, confirms and agrees that, as of the date hereof, the Lender has made no promises and has not waived, and does not intend to waive such Existing Defaults, and nothing contained herein or the transactions contemplated hereby shall be deemed to constitute any such waiver.

#### **2.5 Additional Acknowledgements**

Each of the Credit Parties hereby acknowledges, confirms and agrees that:

- (a) the facts set out in the recitals to this Agreement are true and accurate;
- (b) except as hereby amended, the Financing Agreements will remain in full force and effect, unamended, except as provided for herein;
- (c) except as provided for in this Agreement, the Lender (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action, that would constitute a waiver of its rights to enforce the Security and pursue its remedies in respect of the obligations of the Credit Parties to the Lender, or that would stop it from doing so; and
- (d) to the date hereof, the Lender has at all times acted in a commercially reasonable manner and in good faith, and the Credit Parties are estopped from disputing same.

### ARTICLE 3 CONDITIONS PRECEDENT

#### 3.1 Conditions Precedent

The forbearance obligations of the Lender under this Agreement shall not be effective unless and until the Lender shall have received, in each case to the Lender's satisfaction, in its sole discretion:

- (a) a copy of this Agreement, fully executed by each of the Credit Parties;
- (b) written confirmation supported by evidence satisfactory to the Lender, in its sole discretion, that there are no outstanding Priority Payables (as defined herein);
- (c) an executed consent from the Borrower in the form set out in **Schedule "C"** hereto (the "**Receivership Consent**") to the immediate private or court-appointment of an interim receiver, receiver or receiver and manager in respect of all of the Borrower's assets, properties and undertakings, which shall be held in escrow by the Lender's counsel, Aird & Berlis LLP, and automatically and immediately released from escrow in the event of the termination, expiration or non-commencement of the Forbearance Period;
- (c) an executed consent from each of the Credit Parties in the form set out in **Schedule "D"** hereto (the "**Collateral Consent**" and, together with the Receivership Consent, the "**Consents**") to immediate judgment in favour of the Lender which shall be held in escrow by the Lender's counsel, Aird & Berlis LLP, and automatically and immediately released from escrow in the event of the termination, expiration or non-commencement of the Forbearance Period; and,
- (d) certificates of independent legal advice in a form satisfactory to the Lender to confirm that each of Monica and Linda have received independent legal advice in connection with this Agreement and the documents they are required to execute.

#### 3.2 No Condition Precedent to the Effectiveness of the Consents

Each of the Consents shall be effective immediately upon their respective execution and delivery to the Lender.

### ARTICLE 4 FORBEARANCE CONDITIONS

#### 4.1 Forbearance

In reliance upon the acknowledgements, representations, warranties and covenants of the Credit Parties contained in this Agreement and subject to the terms and conditions of this Agreement, and any documents executed in connection herewith, the Lender agrees, subject to the terms hereof, to forbear from exercising its rights and remedies under the Credit Agreements,

the Security, the Guarantees, the *Personal Property Security Act* (Ontario) (the “PPSA”), the *Mortgages Act* (Ontario) (the “Mortgages Act”) and other applicable law, until the earlier of:

- (a) October 1, 2020; and
- (b) the occurrence of an Intervening Event (as hereinafter defined and pursuant to section 7.1 of this Agreement),

(the “Forbearance Period”).

#### **4.2 Expiration or Termination of the Forbearance Period**

Upon the expiration or termination of the Forbearance Period, the agreement of the Lender to forbear shall automatically and without further action terminate and be of no further force and effect, it being expressly agreed that the effect of such expiration or termination will be to permit the Lender to exercise its rights and remedies under the Financing Agreements, this Agreement and any other agreement or documents executed in connection herewith immediately, including, without limitation, and whether pursuant to the Consents or otherwise: (i) the exercise of all remedies available pursuant to the Financing Agreements; (ii) the acceleration of all the obligations of the Credit Parties to the Lender without any further notice, passage of time or forbearance of any kind; (iii) the appointment of a private or court-appointed interim receiver, receiver or receiver and manager under the Security held by the Lender from the Credit Parties; (iv) the initiation of any action against the Credit Parties to collect under the Guarantees; and (v) the making of an application to a court of competent jurisdiction, in accordance with Section 1.7 of this Agreement, to enforce any private or other remedies available to the Lender or to seek the appointment by such court of an interim receiver, receiver, receiver and manager and/or trustee in bankruptcy of any of the Credit Parties.

#### **4.3 Tolling**

- (a) As of the date hereof and continuing until the expiration or termination of the Forbearance Period, as applicable, and thereafter until the termination of the tolling arrangements in the manner provided for at paragraph 4.3(b) herein (and notwithstanding the Demands and the Notices delivered by the Lender), the Lender and the Credit Parties hereby agree to toll and suspend the running of the applicable statutes of limitations, laches and other doctrines related to the passage of time in relation to the Indebtedness, the Guarantees, the Security and any entitlements arising from the Indebtedness, the Guarantees or the Security and any other related matters, and each of the parties confirms that this Agreement is intended to be an agreement to suspend or extend the basic limitation period, provided by section 4 of the *Limitations Act, 2002*, S.O. 2002, c. 24, Sched. B (the “Limitations Act”) as well as the ultimate limitation period provided by section 15 of the *Limitations Act* in accordance with the provisions of sections 22(3) and 22(4) of the *Limitations Act* and as a business agreement in accordance with the provisions of section 22(5) of the *Limitations Act* and any contractual time limitations on the commencement of proceedings, any claims or defences based

upon such application statute of limitations, contractual limitations or any time related doctrine including waiver, estoppel or laches.

- (b) The tolling provisions of this Agreement will terminate upon either of its parties providing the other with 60 days' written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 60 days' notice, any time provided for under the statute of limitations, laches or any other doctrine related to the passage of time in relation to the Indebtedness, the Guarantees, the Security or any claims arising thereunder, will recommence running as of such date, and for greater certainty the time during which the parties agree to the suspension of the limitation period pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

#### **4.4 No Other Waivers; Reservation of Rights**

Subject to Section 4.1 of this Agreement, the Lender reserves the right, in its sole and absolute discretion, to exercise any or all of its rights or remedies under any one or more of the Financing Agreements, the PPSA, the Mortgages Act or other applicable law, and the Lender has not waived any such rights or remedies, and nothing in this Agreement and no delay on the part of the Lender in exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies.

### **ARTICLE 5 REPORTING REQUIREMENTS**

#### **5.1 Reporting Requirements**

During the Forbearance Period, each of the Credit Parties agrees to continue to honour the reporting requirements as previously agreed with the Lender in the Financing Agreements or as amended herein, and shall continue to do so until such time as the obligations of the Credit Parties to the Lender have been repaid indefeasibly and in full. Each of the Credit Parties further agrees to provide the Lender with the following, in each case to the Lender's satisfaction, in the Lender's sole discretion:

- (a) immediately upon receipt by any of the Credit Parties, copies of all offers, binding and non-binding, to purchase the real property known municipally as 1220 Matheson Boulevard East in Mississauga, Ontario and known legally as PIN 13294-0061 (LT) (the "**Premises**");
- (b) as requested by the Lender, written confirmation supported by evidence satisfactory to the Lender, in its sole discretion, that the Borrower has no outstanding Priority Payables (as defined herein) including, without limitation or in any way limiting the generality of the foregoing, Priority Payables owing to Canada Revenue Agency or in respect of property taxes; and
- (c) forthwith upon request, any report, summary, copy or information reasonably requested by the Lender.

## **ARTICLE 6**

### **OBLIGATIONS OF THE CREDIT PARTIES DURING THE FORBEARANCE PERIOD**

#### **6.1 Credit Agreements**

During the Forbearance Period, the Credit Parties shall strictly adhere to all the terms, conditions and covenants of the Credit Agreements, this Agreement and the other Financing Agreements, including, without limitation, terms requiring prompt payment of principal, interest, fees and other amounts when due, except to the extent that such terms, conditions and covenants are otherwise specifically amended by this Agreement.

#### **6.2 Full Co-Operation**

During the Forbearance Period, the Credit Parties shall cooperate fully with the Lender, including, without limitation, by providing promptly all information requested by the Lender, and by providing the Lender full access to the books, records, property, assets and personnel of the Credit Parties wherever they may be situated and in whatever medium they may be recorded, at the request of and at times convenient to the Lender, acting reasonably, which right of access shall include the right to inspect and appraise such property and assets.

#### **6.3 Payment and Other Obligations**

The Borrower hereby covenants and agrees with the Lender to reimburse the Lender for all reasonable expenses, including, without limitation, actual legal and other professional expenses that the Lender has incurred or will incur arising out of its dealings with the Credit Parties and in the protection, preservation and enforcement of the Security and/or the Guarantees, including, without limitation, the actual fees and expenses of the Lender's solicitors, Aird & Berlis LLP (the "**Professional Expenses**"), and that the Professional Expenses shall be for the account of the Borrower and shall be debited directly by the Lender against the accounts of the Borrower upon issuance of invoices evidencing the Professional Expenses, failing which payment will otherwise be made by the Lender for later repayment by the Borrower by no later than the expiration or termination of the Forbearance Period. Nothing in this Agreement shall derogate from the Borrower's obligation to pay for all of the Professional Expenses or shall constitute a cap on Professional Expenses.

#### **6.4 Operational Obligations**

- (a) For the duration of the Forbearance Period, each of the Credit Parties hereby covenants and agrees with the Lender as follows:
  - (i) the Borrower shall close all bank accounts with any institution other than the Lender on or before execution of this Agreement and only utilize their accounts with the Lender for their banking needs during the Forbearance Period, except with the Lender's prior written consent;
  - (ii) the Borrower shall maintain its corporate existence as a valid and subsisting entity and shall not merge, amalgamate or consolidate with any other corporation(s), except with the Lender's prior written consent;

- (iii) except as specifically provided for herein, each of the Credit Parties shall comply in all respects with all terms and provisions of the Financing Agreements and this Agreement and nothing herein derogates therefrom. For greater certainty, except as provided for herein, the Credit Parties shall continue to remit all payments when due under the Financing Agreements and shall operate all facilities within the terms and the limits prescribed therein, except as amended by this Agreement;
- (iv) the Borrower shall comply with any and all cash management obligations and obligations to maintain insurance in accordance with the Financing Agreements;
- (v) the Credit Parties shall be responsible for paying the fees and out of pocket expenses of the Lender and, if the Borrower fail to do so, the amount of such fees and expenses will be added to the Indebtedness, secured by the Security and guaranteed by the Guarantees;
- (vi) the Credit Parties shall not, without the prior written consent of the Lender, make any distribution or payment to any person, corporation or other entity who does not deal with the Credit Parties at arm's length (as such term is defined in the *Income Tax Act* (Canada)), except for:
  - (A) payments of salary at levels not in excess of those now in effect;
  - (B) payments to the Credit Parties' ordinary suppliers in respect of any supply arrangement with the Credit Parties arising in the ordinary course of the Credit Parties' business, which are commercially reasonable and are competitive with payments that would be required to be paid to a comparable supplier acting at arm's length;
- (vii) the Credit Parties shall not, without the prior written consent of the Lender, make any loans or advance money or property to any other party (including, without limitation, any subsidiary or affiliate of any the Credit Parties) or invest in (by capital contribution, dividend or otherwise) or purchase or repurchase the shares or indebtedness or all or a substantial part of the assets or property of any other party (including, without limitation, any subsidiary or affiliate of any of the Credit Parties), or guarantee, assume, endorse, or otherwise become responsible (directly or indirectly) for the indebtedness, performance, obligations or dividends of any other party (including, without limitation, any subsidiary or affiliate of any of the Credit Parties) or agree to do any of the foregoing, other than as required by the Financing Agreements;
- (viii) the Credit Parties shall cooperate with the Lender to rectify any deficiencies in the Security or the Guarantees identified by the Lender;
- (ix) none of the Credit Parties shall encumber, mortgage, hypothec, pledge or otherwise cause any form of lien or charge on any of their property or

assets, including intangible and contingent assets, without the prior written consent of the Lender;

- (x) the Borrower shall not, without the prior written consent of the Lender, repay any principal or interest which may be owing or become owing in connection with any shareholder or related party loan or any loan made by any party subordinate to the Lender;
  - (xi) the Borrower shall not, without the prior written consent of the Lender, make any distribution (whether by dividend or otherwise) or effect any return of capital on any investment made by any shareholder, or any party related to any shareholder, of the Borrower;
  - (xii) the Borrower shall not, in any case, make any payment to any party if the financial position of Borrower after making such payment would put such Borrower in a position of breach or default of its obligations under the Financing Agreements, this Agreement or constitute an Intervening Event;
  - (xiii) the Borrower shall keep current at all times all obligations that constitute priority obligations, meaning those obligations payable in priority to the obligations owed to the Lender (“**Priority Payables**”), including wages and remittances required to be made for taxes and other liabilities owed to federal, provincial and municipal governments, including, without limitation, property taxes and money owed in respect of employee source deductions pursuant to the *Canada Pension Plan Act* (Canada), *Employment Insurance Act* (Canada) and *Income Tax Act* (Canada), and in respect of Harmonized Sales Tax, and the Credit Parties shall provide to the Lender on a regular basis evidence of such payments satisfactory to the Lender;
  - (xiv) the Credit Parties shall give to the Lender prompt notice of any litigation, arbitration or administrative proceeding before or of any court, arbitration, tribunal or governmental authority affecting any of the assets, property or undertakings of the Credit Parties; and
  - (xv) unless otherwise agreed to herein, the Credit Parties shall not do any act or thing which may have the effect of defeating or delaying the enforcement of the Lender’s rights and remedies under any of the Security or the Guarantees.
- (b) Each of the Credit Parties represents and warrants to the Lender that all the Borrower’s obligations with respect to employee wages and vacation pay are current as of the date of this Agreement and shall remain current throughout the Forbearance Period.



## ARTICLE 7 INTERVENING EVENTS

### 7.1 Intervening Events

Upon the happening of any one of the following events (each an “**Intervening Event**”), the Forbearance Period shall forthwith terminate:

- (a) any material representation, warranty or statement made by any of the Credit Parties in this Agreement or any other agreement with the Lender was untrue or incorrect when made or becomes untrue or incorrect;
- (b) any of the Credit Parties fails to perform or comply with any of its respective covenants or obligations contained in this Agreement, any of the Financing Agreements or in any other agreement or undertaking made between any of the Credit Parties and the Lender, other than the covenants, obligations or undertakings with which the impugned Credit Party has already failed to perform or comply with at time of execution of this Agreement and which are known to the Lender;
- (c) the Borrower fails to maintain and keep current payments of Priority Payables in accordance with the terms of this Agreement, which may result in any claim ranking in priority or *pari passu* to the claim of the Lender;
- (d) the Borrower defaults in timely payment of rentals or other charges due as rent in respect of any leased premises or equipment, subject to the written accommodation between the defaulting party and its landlord;
- (e) any of the Credit Parties defaults in the performance of any obligation under any of the Financing Agreements after the date hereof;
- (f) the occurrence of any other event which, in the opinion of the Lender, acting reasonably, may materially and adversely impact the priority or enforceability of the Security granted by any of the Credit Parties, or the realizable value of the collateral subject to such Security;
- (g) the Security ceases to constitute a first-ranking, valid and perfected security interest against all assets of the Borrower, including, without limitation, the Premises;
- (h) the loss, damage, destruction or confiscation of the Security or any part thereof, unless upon such event, the Credit Parties pay to the Lender forthwith such amount as the Lender, in its sole and absolute discretion, determines is satisfactory;
- (i) any person takes any steps in connection with or in contemplation of enforcement of security, or a distress or execution or similar process levied or enforced against any property of any of the Borrower;

- (j) any person takes possession of any property of any of the Credit Parties by way of or in contemplation of enforcement of security, or a distress or execution or similar process levied or enforced against any property of any of the Borrower;
- (k) any change of ownership, control or management of the Borrower, without the Lender's prior written consent;
- (l) in the Lender's sole opinion, a material adverse change occurs in the business, affairs, financial condition, operation or ownership of the Borrower arising for any reason whatsoever;
- (m) the Borrower fails to maintain current insurance or other material contracts;
- (n) without the Lender's prior written consent, the Borrower ceases to carry on business in the normal course in the same manner as such business has previously been carried on or commits or threatens to commit an act of bankruptcy;
- (o) without the prior written consent of the Lender, any of the Credit Parties takes any action or commences any proceeding or any action or proceeding is taken or commenced by another person or persons against any of the Credit Parties relating to the reorganization, readjustment, compromise or settlement of the debts owed by any of the Credit Parties to its creditors where such reorganization, readjustment, compromise or settlement shall affect a substantial portion of any of the Credit Parties' assets and property, including, without limitation, the filing of a Notice of Intention to Make a Proposal under the BIA, the making of an order under the *Companies' Creditors Arrangement Act* (Canada) or the commencement of any similar action or proceeding by any party other than the Lender;
- (p) the filing of an application for a bankruptcy order against any of the Credit Parties pursuant to the provisions of the BIA by any party other than the Lender;
- (q) the Borrower fails to meet its payroll obligations or does not have sufficient funds available to fund its payroll obligations, or fails to produce evidence, satisfactory to the Lender, acting reasonably, of the availability of such funds to the Lender within one business day prior to the date that any payroll falls due;
- (r) any of the Credit Parties fails to make one or more of the payments, in full or in part, in accordance with the Financing Agreements, as amended only by this Agreement; or
- (s) any of the Credit Parties fails to meet one or more of their reporting requirements in accordance with section 5.1 of this Agreement.

## **ARTICLE 8 GENERAL PROVISIONS**

### **8.1 Effect of this Agreement**

Except as modified pursuant hereto, no other changes or modifications to the terms of the Financing Agreements are intended or implied and in all other respects, the terms of the Financing Agreements are confirmed.

### **8.2 Further Assurances**

The parties hereto shall execute and deliver such supplemental documents and take such supplemental action as may be necessary or desirable to give effect to the provisions and purposes of this Agreement, all at the sole expense of the Credit Parties.

### **8.3 Binding Effect**

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and its respective successors and permitted assigns.

### **8.4 Survival of Representations and Warranties**

All representations and warranties made in this Agreement or any other document furnished in connection herewith shall survive the execution and delivery of this Agreement and such other document delivered in connection herewith, and no investigation by the Lender or any closing shall affect the representations and warranties or the rights of the Lender to rely upon such representations and warranties.

### **8.5 Confidentiality**

Each of the Credit Parties acknowledges and agrees that the Lender and its professional advisors shall be at liberty, in their sole discretion, to disclose any information obtained from the Credit Parties to any party or parties in order to recover amounts owed to the Lender by the Credit Parties.

### **8.6 Release**

In consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Credit Parties, on their behalf and on behalf of their successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably release, remise and forever discharge the Lender and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, lenders and other representatives and advisors (the Lender and all such other persons being hereinafter referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever (individually, a “**Claim**” and

collectively, “**Claims**”) of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which the Credit Parties or any of their successors, assigns or other legal representatives may now own, hold, have or claim to have against the Releasees or any of them for, upon or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Agreement, including, without limitation, for or on account of, or in relation to or in any way in connection with, any of the Financing Agreements or transactions thereunder or related thereto.

### **8.7 No Novation**

This Agreement will not discharge or constitute novation of any debt, obligation, covenant or agreement contained in the Credit Agreements or any of the Financing Agreements but the same shall remain in full force and effect save to the extent amended by this Agreement.

### **8.8 Notice**

Without prejudice to any other method of giving notice, any notice required or permitted to be given to a party pursuant to this Agreement will be conclusively deemed to have been received by such party on the day of the sending of the notice by prepaid private courier to such party at its, his or her address noted below or by email at its, his or her email address noted below. Any party may change its, his or her address for service or address by notice given in the foregoing manner.

Notice to the Credit Parties shall be sent to:

Hooey Remus, Barristers and Solicitors  
330 Bay Street, Suite 210  
Toronto, ON M5H 2S8

Attention: Gregory Mallough  
Email: [gmallough@hooeyremus.com](mailto:gmallough@hooeyremus.com)

Notice to the Lender shall be sent to:

Royal Bank of Canada  
20 King Street West, Second Floor  
Toronto, ON M5H 1C4

Attention: Bob Fick  
Email: [bob.fick@rbc.com](mailto:bob.fick@rbc.com)

with a copy to:

Aird & Berlis LLP, Barristers and Solicitors  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

Attention: Sanj Mitra and Jonathan Yantzi  
Email: [smitra@airdberlis.com](mailto:smitra@airdberlis.com) and [jyantzi@airdberlis.com](mailto:jyantzi@airdberlis.com)

### **8.9 Binding and Enforceable Agreement**

In order for this Agreement to be binding and enforceable, it shall be signed by the Credit Parties by no later than 4:00 p.m. (Toronto time) on June 4, 2020.

### **8.10 Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or portable document format (“PDF”) form and the parties adopt any signatures received by emailed PDF as original signatures of the parties, provided, however, that any party providing its signature in such manner will promptly forward to the other party an original of the signed copy of the Agreement which was so emailed.

### **8.11 No Set Off, etc.**

The Credit Parties reaffirm that the Financing Agreements remain in full force and effect as amended hereby and acknowledge and agree that there is no defence, set off or counterclaim of any kind, nature or description to its obligations arising under the Financing Agreements as a result of the execution of this Agreement or otherwise.

### **8.12 Independent Legal Advice, etc.**

Each of the Credit Parties acknowledges and declares that: (a) it has had an adequate opportunity to read and consider this Agreement and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice; (b) it fully understands the nature and effect of this Agreement; and (c) this Agreement has been duly executed voluntarily.

*[This remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above mentioned.

**UNIQUE RESTORATION INC.**

By: 

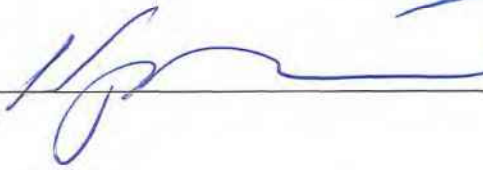
Name: JOHN KENNEDY

Title: PRESIDENT

*I have authority to bind the corporation.*

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**JOHN KENNEDY**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**MONICA KENNEDY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**STEVEN LEBLANC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**LINDA LEBLANC**

**ROYAL BANK OF CANADA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*I have authority to bind the corporation.*

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above mentioned.

UNIQUE RESTORATION INC.

By: \_\_\_\_\_

Name:

Title:

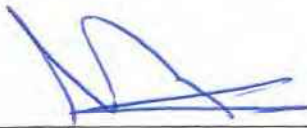
*I have authority to bind the corporation.*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
JOHN KENNEDY

\_\_\_\_\_  
Witness

\_\_\_\_\_  
MONICA KENNEDY



\_\_\_\_\_  
Witness

\_\_\_\_\_  
STEVEN LEBLANC

\_\_\_\_\_  
Witness

  
SEBASTIAN REGUAR  
LINDA LEBLANC

ROYAL BANK OF CANADA

By: \_\_\_\_\_

Name:

Title:

*I have authority to bind the corporation.*

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the date first above mentioned.

**UNIQUE RESTORATION INC.**

By: \_\_\_\_\_

Name:

Title:

*I have authority to bind the corporation.*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**JOHN KENNEDY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**MONICA KENNEDY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**STEVEN LEBLANC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**LINDA LEBLANC**

**ROYAL BANK OF CANADA**

By:  \_\_\_\_\_

Name: Robert D. Fick

Title: Sr. Mgr. Special Loans

*I have authority to bind the corporation.*



**SCHEDULE A  
GUARANTEES**

1. Guarantee and Postponement of Claim in the amount of \$900,000.00 by Unique regarding the obligations of 203 dated December 12, 2012
2. Guarantee and Postponement of Claim in the amount of \$3,600,000.00 by 203 regarding the obligations of Unique dated December 17, 2018
3. Guarantee and Postponement of Claim in the amount of \$475,000.00 by John and Monica regarding the obligations of 203 dated December 20, 2012
4. Guarantee and Postponement of Claim in the amount of \$475,000.00 by John and Monica regarding the obligations of Unique dated August 12, 2005
5. Guarantee and Postponement of Claim in the amount of \$475,000.00 by Steven and Linda regarding the obligations of 203 dated December 20, 2012
6. Guarantee and Postponement of Claim in the amount of \$475,000.00 by Steven and Linda regarding the obligations of Unique dated August 12, 2005

**SCHEDULE B  
SECURITY**

1. General Security Agreement from Unique dated December 3, 2010
2. General Security Agreement from 203 dated December 2, 2012
3. Collateral mortgage in the amount of \$3,600,000.00 over the property known municipally as 1220 Matheson Boulevard East, Mississauga, together with an assignment of rents granted by 203
4. Postponement and assignment of claim by John dated October 30, 2017
5. Postponement and assignment of claim by Steven
6. Priority Agreement between RBC, as senior lender, Roma Building Restoration Limited, as subordinated lender, and 203 dated November 5, 2019
7. Assumption and Confirmation Agreement from the Debtor dated March 1, 2020

**SCHEDULE C  
CONSENT TO RECEIVER**

**TO:** Royal Bank of Canada (the "Lender")

**AND TO:** its solicitors, Aird & Berlis LLP

---

Unique Restoration Ltd. (the "Debtor") hereby consents to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtor's assets, property and undertaking and any and all of the Debtor's books and records (collectively, the "Assets"); and/or (ii) the immediate appointment by Court Order of an interim receiver, receiver or receiver and manager of the Assets pursuant to subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.

**DATED** this 30th day of March, 2020.

**UNIQUE RESTORATION LTD.**

By: 

Name: Steven LeBlanc

Title: Sec/Tres

*I have authority to bind the corporation.*

**SCHEDULE D  
CONSENT TO JUDGMENT**

Court File No. \_\_\_\_\_

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

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

**CONSENT**

The undersigned consent to Judgment, in substantially the same form as that attached hereto as **Exhibit A**, being entered against them.

The undersigned also certify that the Judgment being sought herein does not affect the rights of any person under disability.

DATED this 30th day of March, 2020.

[signature page follows]

UNIQUE RESTORATION INC.

By:

Name: *JOHN KENNEDY*

Title: *PRESIDENT*

*I have authority to bind the corporation.*

Witness

*[Signature]*  
JOHN KENNEDY

Witness

*[Signature]*  
MONICA KENNEDY

Witness

STEVEN LEBLANC

Witness

LINDA LEBLANC

UNIQUE RESTORATION INC.

By: \_\_\_\_\_

Name:

Title:

*I have authority to bind the corporation.*

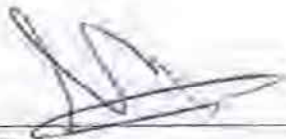
Witness

\_\_\_\_\_  
JOHN KENNEDY

Witness

\_\_\_\_\_  
MONICA KENNEDY

Witness



\_\_\_\_\_  
STEVEN LEBLANC



Witness

\_\_\_\_\_  
STEPHEN PEGUAVE

\_\_\_\_\_  
LINDA LEBLANC



**EXHIBIT A**

Court File No. \_\_\_\_\_

**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

**JUDGMENT**

**THIS APPLICATION**, made by the applicant, Royal Bank of Canada, on consent, for Judgment against the respondents, Unique Restoration Ltd., John Kennedy, Monica Kennedy, Steven Leblanc and Linda Leblanc, was heard this day at Toronto, Ontario.

**ON READING THE CONSENT** signed by the respondents, Unique Restoration Ltd., John Kennedy, Monica Kennedy, Steven Leblanc and Linda Leblanc, and upon hearing the submissions of counsel for the applicant, Royal Bank of Canada,

1. **THIS COURT ORDERS AND ADJUDGES** that the respondent Unique Restoration Ltd. pay to the applicant, Royal Bank of Canada, the sum of \$3,177,686.91, forthwith, together with interest thereon at the prime rate of interest determined by the Royal Bank of Canada from

time to time (the “**Prime Rate**”) plus one and one quarter percentage points (1.25 percentage points) *per annum* from the 26th day of March, 2020 until the date of payment in full.

2. **THIS COURT ORDERS AND ADJUDGES** that the respondent Unique Restoration Ltd. pay to the applicant, Royal Bank of Canada, the sum of \$389,898.66, forthwith, together with interest thereon at the rate of interest of 4.25% *per annum* from the 26th day of March, 2020 until the date of payment in full.

3. **THIS COURT ORDERS AND ADJUDGES** that the respondents John Kennedy and Monica Kennedy jointly and severally pay to the applicant, Royal Bank of Canada, the sum of \$475,000.00, forthwith, together with interest thereon at the Prime Rate plus ninth tenths of a percentage point (0.9 percentage points) *per annum* from the 26th day of March, 2020 until the date of payment in full.

4. **THIS COURT ORDERS AND ADJUDGES** that the respondents Steven Leblanc and Linda Leblanc jointly and severally pay to the applicant, Royal Bank of Canada, the sum of \$475,000.00, forthwith, together with interest thereon at the Prime Rate ninth tenths of a percentage point (0.9 percentage points) *per annum* from the 26th day of March, 2020 until the date of payment in full.

5. **THIS COURT ORDERS AND ADJUDGES** that the respondents John Kennedy and Monica Kennedy jointly and severally pay to the applicant, Royal Bank of Canada, the sum of \$475,000.00, forthwith, together with interest thereon at the Prime Rate plus five percentage points (5 percentage points) *per annum* from the 3rd day of April, 2020 until the date of payment in full.



6. **THIS COURT ORDERS AND ADJUDGES** that the respondents Steven Leblanc and Linda Leblanc jointly and severally pay to the applicant, Royal Bank of Canada, the sum of \$475,000.00, forthwith, together with interest thereon at the Prime Rate plus five percentage points (5 percentage points) *per annum* from the 3rd day of April, 2020 until the date of payment in full.

7. **THIS COURT ORDERS AND ADJUDGES** that the costs of this application are fixed on a full indemnity scale in the amount of \$\_\_\_\_\_ and are payable forthwith, jointly and severally, by the respondents, Unique Restoration Ltd., John Kennedy, Monica Kennedy, Steven Leblanc and Linda Leblanc, to the applicant, Royal Bank of Canada.

This Judgment bears interest on the sum of \$\_\_\_\_\_ for costs at the rate of \_\_\_\_\_% *per annum*, commencing on its date.

---

Applicant

Respondents

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**Proceedings commenced at Toronto**

**JUDGMENT**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Sanj Mitra (LSO No. 37934U)**  
Tel: 416.865.3085  
Fax: 416.863.1515  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

**Jonathan Yantzi (LSO No. 77533A)**  
Tel: 416.865.4733  
Fax: 416.863.1515  
E-mail: [jyantzi@airdberlis.com](mailto:jyantzi@airdberlis.com)

*Lawyers for the Applicant*

**ROYAL BANK OF CANADA**

- and - **UNIQUE RESTORATION LTD. ET AL.**

Applicant

Respondents

Court File No.

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**Proceedings commenced at Toronto**

---

**CONSENT**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Sanj Mitra (LSO No. 37934U)**  
Tel: 416.865.3085  
Fax: 416.863.1515  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

**Jonathan Yantzi (LSO No. 77533A)**  
Tel: 416.865.4733  
Fax: 416.863.1515  
E-mail: [jyantzi@airdberlis.com](mailto:jyantzi@airdberlis.com)

*Lawyers for the Applicant*

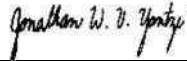
Attached is Exhibit "P"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



---

Jonathan Yantzi

A COMMISSIONER, ETC.

**FORBEARANCE EXTENSION AGREEMENT**

**THIS AGREEMENT** is made as of this 13th day of October, 2020.

**A M O N G S T:**

**ROYAL BANK OF CANADA**

(hereinafter referred to as the “**Lender**”)

- and -

**UNIQUE RESTORATION LTD.**

(hereinafter referred to as the “**Borrower**”)

- and -

**JOHN KENNEDY (“John”), MONICA KENNEDY (“Monica”), STEVEN LEBLANC (“Steven”) and LINDA LEBLANC (“Linda”)**

(hereinafter collectively referred to as the “**Guarantors**”)

**RECITALS:**

**WHEREAS** the Lender, the Borrower and the Guarantors are parties to a Forbearance Agreement dated June 4, 2020 (the “**Forbearance Agreement**”), pursuant to which the Lender agreed to forbear from exercising its rights and remedies under the Security (as defined in the Forbearance Agreement), any Guarantees (as defined in the Forbearance Agreement) and under applicable law and agreed to continue to fund Credit Facilities (as defined in the Forbearance Agreement) to the Borrowers;

**AND WHEREAS** the Borrower has not made certain payments of principal, interest, fees and other amounts when due (the “**Defaulted Payments**”) in accordance with its obligations under the Forbearance Agreement and the Credit Agreements (as defined in the Forbearance Agreement)

**AND WHEREAS** Intervening Events have occurred under the Forbearance Agreement;

**AND WHEREAS** the Borrower has entered into two prior transactions to sell the real property municipally known as 1220 Matheson Boulevard East, Mississauga, Ontario (the “**Real Property**”) which were terminated without notice to the Lender;

**AND WHEREAS** the Borrower has entered into a further transaction to sell the Real Property which is scheduled to close in December 2020 which is after the expiry of the Forbearance Period as defined in the Forbearance Agreement;

**AND WHEREAS** the Lenders is prepared to delay enforcement of its rights subject only to the conditions contained herein on a limited basis given the repeated failure of the Borrower to fulfil its commitments to the Lender;

**NOW THEREFORE** in consideration of the respective covenants of the parties hereto as herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. Terms that are capitalized but otherwise not defined in this Agreement shall have the same meaning given to them in the Forbearance Agreement.
2. Except as modified by this Agreement, no other changes or modifications to the terms of the Forbearance Agreement, the Credit Agreements or any other documents delivered in connection therewith (collectively, the “**Credit Documents**”) are intended or implied, and in all other respects, the terms of the Forbearance Agreement, the Credit Facilities and the other Credit Documents are confirmed, and the terms of the Forbearance Agreement are incorporated by reference herein.
3. If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Forbearance Agreement, the Credit Agreements, or any other Credit Documents, the provisions of this Agreement shall prevail to the extent of the inconsistency, but the foregoing shall not apply to limit or restrict in any way the rights and remedies of the Lender under the Forbearance Agreement, the Credit Agreement or the other Credit Documents, other than as may be specifically contemplated herein.
4. The parties acknowledge and agree that the forbearance obligations of the Lender have expired without extension and that the Lender is immediately entitled to proceed with an application for the appointment of a Receiver over the assets and undertaking of the Borrower and judgement against the Guarantors (collectively, the “**Application**”). The Forbearance Period shall be extended to the earlier of December 22, 2020 and the occurrence of an Intervening Event provided however, the forbearance obligation of the Lender shall be modified such that it may proceed to issue the Application subject to paragraph 7 herein.
5. The parties hereby agree that the amounts owed by the Borrower to the Lender in respect of the Defaulted Payments during the Forbearance Period, including Professional Expenses incurred by the Lender, are as follows:

Interest on operating line credit facility	\$ 37,908.43
Arrears on Visa credit facility	1,216.65
Arrears on term credit facility	3,879.95
Overdraft account	88.71
Professional Expenses	33,934.59
<b>Total (the “Defaulted Payments Amount”)</b>	<b>\$ 73,148.38</b>

6. The Borrower shall pay to the Lender the sum of \$39,213.70 of the Defaulted Payments Amount by no later than October 19, 2020. The Professional Expenses portion of the

Defaulted Payments Amount together with any additional professional expenses incurred by RBC in connection with its dealings with the Borrower or Guarantors shall be paid on or before the termination of the Forbearance Period. The Borrower shall pay all other amounts required pursuant to the Credit Documents as they come due until the end of the Forbearance Period at which point in time all remaining amounts owed by the Borrower to the Lender shall be indefeasibly repaid in full.

7. Subject to:

- (a) the Borrower making the payments set out in paragraph 6 herein;
- (b) Monica and Linda each delivering a certificate of independent legal advice regarding this Agreement in a form satisfactory to the Lender by October 19, 2020; and
- (c) the Borrower making prompt payment of principal, interest, fees and other amounts when due under the Credit Documents until the Lender is indefeasibly repaid in full;

the Lender shall not seek to have the Application made returnable earlier than December 23, 2020. For greater certainty, if the Borrower defaults on any of the obligations contained in this paragraph, the Lender may seek to have the Application made returnable as soon as the Court will permit and the Borrower and Guarantors shall not oppose the relief sought against by the Lender which may rely on the consents delivered with the Forbearance Agreement.

- 8. All Professional Expenses, including fees incurred or arising in connection with the involvement of the Lender's counsel and its own financial consultants, shall be for the account of the Credit Parties.
- 9. The Lender has not waived, and is not, by this Agreement waiving, and has no intention of waiving, any event of default which may be continuing on the date hereof, or any other Event of Default which may occur after the date hereof (whether the same as or similar to the existing defaults or otherwise), nor is it revoking any demand or notices of enforcement delivered to the Credit Parties.
- 10. The Lender reserves the right, in its sole and unfettered discretion, to exercise any or all of its rights or remedies under any one or more of the Credit Agreements, the other Credit Documents, the PPSA or other applicable law as a result of any event of default which has occurred or which may occur after the date hereof, and the Lender has not waived any such rights or remedies, and nothing in this Agreement, nor any delay on the part of the Lender in exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies.
- 11. Each of the Credit Parties acknowledges and declares that: (a) it has had an adequate opportunity to read and consider this Agreement and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice; (b) it

fully understands the nature and effect of this Agreement; and (c) this Agreement has been duly executed voluntarily.

12. This Agreement may be executed and transmitted by fax or other electronic means, and any signature received by a fax or other electronic transmission shall be treated as an original signature, provided, however, that an original shall be promptly forwarded.

*[This remainder of this page is intentionally left blank.]*



**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the date first above mentioned.

**ROYAL BANK OF CANADA**

By: 

Name: Robert D. Fick  
Title: Sr. Mgr. SLAS

*I have authority to bind the corporation.*

**UNIQUE RESTORATION INC.**

By: \_\_\_\_\_

Name:  
Title:

*I have authority to bind the corporation.*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**JOHN KENNEDY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**MONICA KENNEDY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**STEVEN LEBLANC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**LINDA LEBLANC**

2020. For greater certainty, if the Borrower defaults on any of the obligations contained in this paragraph, the Lender may seek to have the Application made returnable as soon as the Court will permit and the Borrower and Guarantors shall not oppose the relief sought against by the Lender which may rely on the consents delivered with the Forbearance Agreement.

- 8. All Professional Expenses, including fees incurred or arising in connection with the involvement of the Lender’s counsel and its own financial consultants, shall be for the account of the Credit Parties.
- 9. The Lender has not waived, and is not, by this Agreement waiving, and has no intention of waiving, any event of default which may be continuing on the date hereof, or any other Event of Default which may occur after the date hereof (whether the same as or similar to the existing defaults or otherwise), nor is it revoking any demand or notices of enforcement delivered to the Credit Parties.
- 10. The Lender reserves the right, in its sole and unfettered discretion, to exercise any or all of its rights or remedies under any one or more of the Credit Agreements, the other Credit Documents, the PPSA or other applicable law as a result of any event of default which has occurred or which may occur after the date hereof, and the Lender has not waived any such rights or remedies, and nothing in this Agreement, nor any delay on the part of the Lender in exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies.
- 11. Each of the Credit Parties acknowledges and declares that: (a) it has had an adequate opportunity to read and consider this Agreement and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice; (b) it fully understands the nature and effect of this Agreement; and (c) this Agreement has been duly executed voluntarily.
- 12. This Agreement may be executed and transmitted by fax or other electronic means, and any signature received by a fax or other electronic transmission shall be treated as an original signature, provided, however, that an original shall be promptly forwarded.

*[This remainder of this page is intentionally left blank.]*

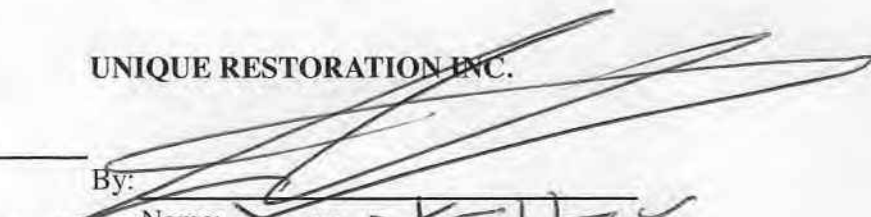

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above mentioned.

**ROYAL BANK OF CANADA**


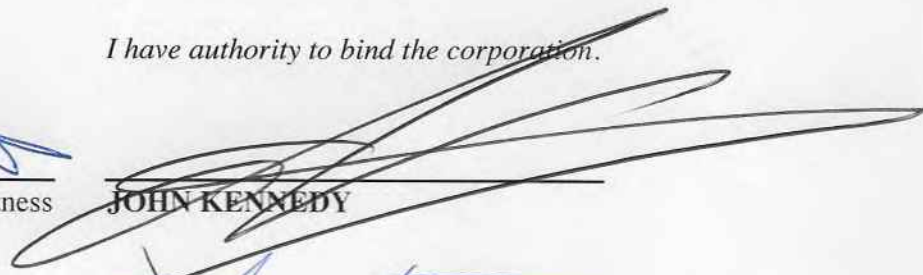
\_\_\_\_\_ By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

*I have authority to bind the corporation.*

**UNIQUE RESTORATION INC.**

\_\_\_\_\_ By:   
 Name:   
 Title: PRESIDENT

*I have authority to bind the corporation.*

Witness

JOHN KENNEDY


Witness

MONICA KENNEDY

Witness

STEVEN LEBLANC

Witness

LINDA LEBLANC

41739214.5

Forbearance Extension Agreement

Forbearance Extension Agreement

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the date first above mentioned.

**ROYAL BANK OF CANADA**

et.

By \_\_\_\_\_

Name:

Title:

*I have authority to bind the corporation.*

**UNIQUE RESTORATION INC.**

By \_\_\_\_\_

Name:

Title:

*I have authority to bind the corporation.*

Witness: \_\_\_\_\_

\_\_\_\_\_  
**JOHN KENNEDY**

Witness \_\_\_\_\_

\_\_\_\_\_  
**MONICA KENNEDY**

Witness \_\_\_\_\_

\_\_\_\_\_  
**STEVEN LEBLANC**

Witness \_\_\_\_\_

*Linda LeBlanc*  
\_\_\_\_\_  
**LINDA LEBLANC**

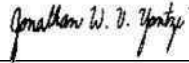
Attached is Exhibit "Q"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



---

Jonathan Yantzi

A COMMISSIONER, ETC.

**CONSENT TO RECEIVER**

**TO:** Royal Bank of Canada (the "Lender")

**AND TO:** its solicitors, Aird & Berlis LLP

Unique Restoration Ltd. (the "Debtor") hereby consents to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtor's assets, property and undertaking and any and all of the Debtor's books and records (collectively, the "Assets"); and/or (ii) the immediate appointment by Court Order of an interim receiver, receiver or receiver and manager of the Assets pursuant to subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.

**DATED** this 30th day of March, 2020.

**UNIQUE RESTORATION LTD.**

By: 

Name: Steven LeBlanc

Title: Sec/Treas

*I have authority to bind the corporation.*

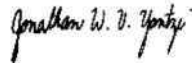
Attached is Exhibit "R"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



---

Jonathan Yantzi

A COMMISSIONER, ETC.

## LETTER OF INDEPENDENT LEGAL ADVICE

Date: June 4, 2020To: **ROYAL BANK OF CANADA** (the "Bank")

I have been consulted by **MONICA KENNEDY** (the "Obligant") as to the obligations and liability which the Obligant would incur by taking the following actions, signing or endorsing the following:


- (1) Forbearance agreement between the Bank and **UNIQUE RESTORATION LTD., JOHN KENNEDY**, the Obligant, **STEVEN LEBLANC** and **LINDA LEBLANC** (collectively, the "Customer") and all documents required to be executed in connection therewith, granted to the Bank for the purpose of enticing the Bank to forbear from enforcing its rights against the Customer.

I have advised the Obligant fully as to the effect of that action and the liability which the Obligant would incur by taking it, and the manner in which that liability could be enforced. The Obligant understands the nature and effect of and the liability which would arise from the taking by the Obligant of that action. I have given this advice to the Obligant as for and in the Obligant's interest only, and without regard to or consideration for the interests of the Customer or of the Bank. I have not given any legal advice either to the Customer or to the Bank in connection with this matter.

Print Name, Address, and Telephone number of Law firm / Notary's office

**WAYNE D. BALL**  
Barrister & Solicitor  
20 FIRST STREET  
ORANGEVILLE, ONT L9W 2C7  
519 942 4492

Yours truly,



**WAYNE D. BALL**  
Solicitor Name (Print)  
(Give name of solicitor or notary name)

I hereby acknowledge that all the statements made in the foregoing letter are true and correct. Neither the Customer, nor the Bank nor any of the officers, employees or agents of either of them have used any compulsion or made any threat or exercised any undue influence to induce me to take the action mentioned in that letter. Wayne D. Ball the writer of that letter, Solicitor/Notary Name (Print) advising me as stated in it, was consulted by me as my personal consultant and in my own interest only.

Signature of Obligant



**MONICA KENNEDY**

[NTD: Borrower's counsel to confirm full legal name]



LETTER OF INDEPENDENT LEGAL ADVICE

Date: March 4, 2020

To: ROYAL BANK OF CANADA (the "Bank")

I have been consulted by LINDA LEBLANC (the "Obligant") as to the obligations and liability which the Obligant would incur by taking the following actions; signing or endorsing the following:


- (1) Forbearance agreement between the Bank and UNIQUE RESTORATION LTD., JOHN KENNEDY, MONICA KENNEDY, STEVEN LEBLANC and the Obligant (collectively, the "Customer") and all documents required to be executed in connection therewith, granted to the Bank for the purpose of enticing the Bank to forbear from enforcing its rights against the Customer.

I have advised the Obligant fully as to the effect of that action and the liability which the Obligant would incur by taking it, and the manner in which that liability could be enforced. The Obligant understands the nature and effect of and the liability which would arise from the taking by the Obligant of that action. I have given this advice to the Obligant as for and in the Obligant's interest only, and without regard to or consideration for the interests of the Customer or of the Bank. I have not given any legal advice either to the Customer or to the Bank in connection with this matter.

Print Name, Address and Telephone number of Law firm / Notary's office

STARIEK, PEGLAR & CALCAGNILLI  
 Barristers & Solicitors  
 952 Queenston Road  
 Stoney Creek, Ontario L8G 1B7

Yours truly,

  
 \_\_\_\_\_  
 STEPHEN PEGLAR  
 Solicitor Name (Print)  
 (Quebec solicitor or notary public)

I hereby acknowledge that all the statements made in the foregoing letter are true and correct. Neither the Customer, nor the Bank nor any of the officers, employees or agents of either of them have used any compulsion or made any threat or exercised any undue influence to induce me to take the action mentioned in that letter. STEPHEN PEGLAR the writer of that letter,

Solicitor/Notary Name (Print)

advising me as stated in it, was consulted by me as my personal consultant and in my own interest only

  
 \_\_\_\_\_  
 Signature of Obligant

LINDA LEBLANC

[NTD: Borrower's counsel to confirm full legal name]

LETTER OF INDEPENDENT LEGAL ADVICE

Date: October 19, 2020

To: **ROYAL BANK OF CANADA** (the "Bank")

I have been consulted by **MONICA KENNEDY** (the "Obligant") as to the obligations and liability which the Obligant would incur by taking the following actions; signing or endorsing the following:

- (1) Forbearance extension agreement between the Bank and **UNIQUE RESTORATION LTD., JOHN KENNEDY**, the Obligant, **STEVEN LEBLANC** and **LINDA LEBLANC** (collectively, the "Customer") dated as of October 13, 2020, and all documents required to be executed in connection therewith, granted to the Bank for the purpose of enticing the Bank to forbear from enforcing its rights against the Customer.

I have advised the Obligant fully as to the effect of that action and the liability which the Obligant would incur by taking it, and the manner in which that liability could be enforced. The Obligant understands the nature and effect of and the liability which would arise from the taking by the Obligant of that action. I have given this advice to the Obligant as for and in the Obligant's interest only, and without regard to or consideration for the interests of the Customer or of the Bank. I have not given any legal advice either to the Customer or to the Bank in connection with this matter.


Print Name, Address and Telephone number of Law firm / Notary's office

**WAYNE D. BALL**  
 Barrister & Solicitor  
 20 FIRST STREET

ORANGEVILLE ONT. L9W 2G7

75-342-442

Yours truly,


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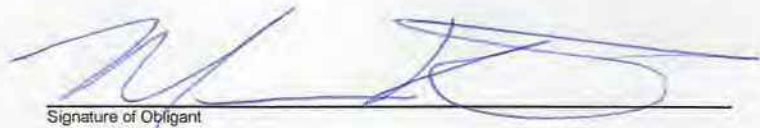
 WAYNE D. BALL

Solicitor Name (Print)  
(Quebec: solicitor or notary name)

I hereby acknowledge that all the statements made in the foregoing letter are true and correct. Neither the Customer, nor the Bank nor any of the officers, employees or agents of either of them have used any compulsion or made any threat or exercised any undue influence to induce me to take the action mentioned in that letter. Wayne D. Ball, the writer of that letter,

Solicitors/Notary Name (Print)

advising me as stated in it, was consulted by me as my personal consultant and in my own interest only.


---

 Signature of Obligant

**MONICA KENNEDY**

## LETTER OF INDEPENDENT LEGAL ADVICE

Date: Oct 16, 2020To: **ROYAL BANK OF CANADA** (the "Bank")

I have been consulted by **LINDA LEBLANC** (the "Obligant") as to the obligations and liability which the Obligant would incur by taking the following actions; signing or endorsing the following:

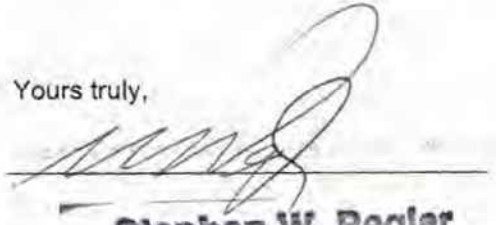
- (1) Forbearance extension agreement between the Bank and **UNIQUE RESTORATION LTD., JOHN KENNEDY, MONICA KENNEDY, STEVEN LEBLANC** and the Obligant (collectively, the "Customer") dated as of October 13, 2020, and all documents required to be executed in connection therewith, granted to the Bank for the purpose of enticing the Bank to forbear from enforcing its rights against the Customer.

I have advised the Obligant fully as to the effect of that action and the liability which the Obligant would incur by taking it, and the manner in which that liability could be enforced. The Obligant understands the nature and effect of and the liability which would arise from the taking by the Obligant of that action. I have given this advice to the Obligant as for and in the Obligant's interest only, and without regard to or consideration for the interests of the Customer or of the Bank. I have not given any legal advice either to the Customer or to the Bank in connection with this matter.

Print Name, Address and Telephone number of Law firm / Notary's office

STARTEK, PEGLAR & CALCAGNILLI  
Barristers & Solicitors  
952 Queenston Road  
Stoney Creek, Ontario L8G 1B7

Yours truly,



**Stephen W. Peglar**  
Solicitor Name (Print)  
(Quebec: solicitor or notary)

**Notary Public**  
**Province of Ontario, Canada**

I hereby acknowledge that all the statements made in the foregoing letter are true and correct. Neither the Customer, nor the Bank nor any of the officers, employees or agents of either of them have used any compulsion or made any threat or exercised any undue influence to induce me to take the action mentioned in that letter. STEPHEN PEGLAR, the writer of that letter,

Solicitors/Notary Name (Print)

advising me as stated in it, was consulted by me as my personal consultant and in my own interest only.



Signature of Obligant

**LINDA LEBLANC**

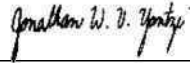
Attached is Exhibit "S"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



---

Jonathan Yantzi

A COMMISSIONER, ETC.



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of Ontario  
Division No. 09 - Mississauga  
Court No. 32-2701357  
Estate No. 32-2701357

In the Matter of the Notice of Intention to make a  
proposal of:

**UNIQUE RESTORATION LTD.**

Insolvent Person

**CROWE SOBERMAN INC.**

Licensed Insolvency Trustee

Date of the Notice of Intention: January 04, 2021

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL  
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: January 05, 2021, 10:43

E-File/Dépôt Electronique

Official Receiver

Federal Building - Hamilton, 55 Bay Street N, 9th Floor, Hamilton, Ontario, Canada, L8R3P7, (877)376-9902

**Canada**

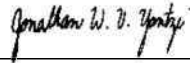
Attached is Exhibit "T"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



---

Jonathan Yantzi

A COMMISSIONER, ETC.

Court File No.

**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

**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**

**CONSENT**

The Fuller Landau Group Inc. ("**Fuller Landau**") hereby consents to act as court-appointed 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, pursuant to subsection 243(1) of *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, in accordance with an order substantially in the form requested by the Applicant, or as such order may be amended in a manner satisfactory to Fuller Landau.

Dated at Toronto this 8<sup>th</sup> day of January, 2021.

**THE FULLER LANDAU GROUP INC.**

By:



Name: David Filice, CPA, CA, CIRP, LIT  
Title: Senior Vice President

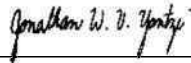
Attached is Exhibit "U"

Referred to in the

AFFIDAVIT OF ROBERT FICK

Sworn before me

this 21st day of January, 2021



---

Jonathan Yantzi

A COMMISSIONER, ETC.



**CONSENT TO JUDGMENT**

Court File No. \_\_\_\_\_

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

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Applicant

- and -

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

Respondents

**CONSENT**

The undersigned consent to Judgment, in substantially the same form as that attached hereto as **Exhibit A**, being entered against them.

The undersigned also certify that the Judgment being sought herein does not affect the rights of any person under disability.

DATED this 30th day of March, 2020.

[signature page follows]

UNIQUE RESTORATION INC.

By:

Name: *JOHN KENNEDY*

Title: *RESIDENT*

*I have authority to bind the corporation.*

Witness

*[Signature]*  
JOHN KENNEDY

Witness

*[Signature]*  
MONICA KENNEDY

Witness

STEVEN LEBLANC

Witness

LINDA LEBLANC

UNIQUE RESTORATION INC.

By: \_\_\_\_\_

Name:

Title:

*I have authority to bind the corporation.*

Witness

\_\_\_\_\_  
JOHN KENNEDY

Witness

\_\_\_\_\_  
MONICA KENNEDY

Witness



\_\_\_\_\_  
STEVEN LEBLANC



Witness

\_\_\_\_\_  
STEPHEN PEGUAVE

\_\_\_\_\_  
LINDA LEBLANC



**EXHIBIT A**

Court File No. \_\_\_\_\_

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

B E T W E E N:

**ROYAL BANK OF CANADA**

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- and -

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LEBLANC and LINDA LEBLANC**

Respondents

**JUDGMENT**

**THIS APPLICATION**, made by the applicant, Royal Bank of Canada, on consent, for Judgment against the respondents, Unique Restoration Ltd., John Kennedy, Monica Kennedy, Steven Leblanc and Linda Leblanc, was heard this day at Toronto, Ontario.

**ON READING THE CONSENT** signed by the respondents, Unique Restoration Ltd., John Kennedy, Monica Kennedy, Steven Leblanc and Linda Leblanc, and upon hearing the submissions of counsel for the applicant, Royal Bank of Canada,

1. **THIS COURT ORDERS AND ADJUDGES** that the respondent Unique Restoration Ltd. pay to the applicant, Royal Bank of Canada, the sum of \$3,177,686.91, forthwith, together with interest thereon at the prime rate of interest determined by the Royal Bank of Canada from

time to time (the “**Prime Rate**”) plus one and one quarter percentage points (1.25 percentage points) *per annum* from the 26th day of March, 2020 until the date of payment in full.

2. **THIS COURT ORDERS AND ADJUDGES** that the respondent Unique Restoration Ltd. pay to the applicant, Royal Bank of Canada, the sum of \$389,898.66, forthwith, together with interest thereon at the rate of interest of 4.25% *per annum* from the 26th day of March, 2020 until the date of payment in full.

3. **THIS COURT ORDERS AND ADJUDGES** that the respondents John Kennedy and Monica Kennedy jointly and severally pay to the applicant, Royal Bank of Canada, the sum of \$475,000.00, forthwith, together with interest thereon at the Prime Rate plus ninth tenths of a percentage point (0.9 percentage points) *per annum* from the 26th day of March, 2020 until the date of payment in full.

4. **THIS COURT ORDERS AND ADJUDGES** that the respondents Steven Leblanc and Linda Leblanc jointly and severally pay to the applicant, Royal Bank of Canada, the sum of \$475,000.00, forthwith, together with interest thereon at the Prime Rate ninth tenths of a percentage point (0.9 percentage points) *per annum* from the 26th day of March, 2020 until the date of payment in full.

5. **THIS COURT ORDERS AND ADJUDGES** that the respondents John Kennedy and Monica Kennedy jointly and severally pay to the applicant, Royal Bank of Canada, the sum of \$475,000.00, forthwith, together with interest thereon at the Prime Rate plus five percentage points (5 percentage points) *per annum* from the 3rd day of April, 2020 until the date of payment in full.

6. **THIS COURT ORDERS AND ADJUDGES** that the respondents Steven Leblanc and Linda Leblanc jointly and severally pay to the applicant, Royal Bank of Canada, the sum of \$475,000.00, forthwith, together with interest thereon at the Prime Rate plus five percentage points (5 percentage points) *per annum* from the 3rd day of April, 2020 until the date of payment in full.

7. **THIS COURT ORDERS AND ADJUDGES** that the costs of this application are fixed on a full indemnity scale in the amount of \$\_\_\_\_\_ and are payable forthwith, jointly and severally, by the respondents, Unique Restoration Ltd., John Kennedy, Monica Kennedy, Steven Leblanc and Linda Leblanc, to the applicant, Royal Bank of Canada.

This Judgment bears interest on the sum of \$\_\_\_\_\_ for costs at the rate of \_\_\_\_\_% *per annum*, commencing on its date.

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**ROYAL BANK OF CANADA**

- and -

**UNIQUE RESTORATION LTD. ET AL.**

Applicant

Respondents

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**Proceedings commenced at Toronto**

**JUDGMENT**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
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*Lawyers for the Applicant*

**ROYAL BANK OF CANADA**

- and - **UNIQUE RESTORATION LTD. ET AL.**

Applicant

Respondents

Court File No.

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**ONTARIO  
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**Proceedings commenced at Toronto**

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**CONSENT**

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
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*Lawyers for the Applicant*



ROYAL BANK OF CANADA

- and - UNIQUE RESTORATION LTD. ET AL.

Applicant

Respondents

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

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

**Proceedings commenced at Toronto**

**AFFIDAVIT OF ROBERT FICK  
(sworn January 21, 2021)**

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*Lawyers for Royal Bank of Canada*

**TAB 6**

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

**ONTARIO  
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B E T W E E N:

**ROYAL BANK OF CANADA**

Applicant

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**SERVICE LIST**

January 21, 2021

<b>AIRD &amp; BERLIS LLP</b> 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9	<b>Sanjeev P.R. Mitra (LSO # 37934U)</b> Tel: (416) 865-3085 Email: <a href="mailto:smitra@airdberlis.com">smitra@airdberlis.com</a>
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<b>THE FULLER LANDAU GROUP INC.</b> 151 Bloor Street West, 12th Floor Toronto, Ontario M5S 1S4	<b>David Filice</b> Tel: +1 (416) 645-6506 Email: <a href="mailto:dfilice@fullerllp.com">dfilice@fullerllp.com</a>
<b>Proposed Receiver</b>	
<b>MINDEN GROSS LLP</b> 145 King Street West, Suite 2200 Toronto, Ontario M5H 4G2	<b>Kenneth Kallish</b> Tel: +1 (416) 369-4124 Email: <a href="mailto:kkallish@mindengross.com">kkallish@mindengross.com</a>
<b>Lawyers for the Proposed Receiver</b>	

<p><b>RORY MCGOVERN PROFESSIONAL CORPORATION</b> 25 Adelaide Street East, Suite 1910 Toronto Ontario M5C 3A1</p> <p><b>Lawyer for the Respondents</b></p>	<p><b>Rory McGovern</b> Tel: (416) 938-7679 Email: <a href="mailto:rory@rorymcgovernpc.com">rory@rorymcgovernpc.com</a></p>
<p><b>CROWE SOBERMAN INC.</b> 2 St. Clair Avenue East, Suite 1100 Toronto, Ontario M4T 2T5</p> <p><b>Proposal Trustee for Unique Restoration Ltd.</b></p>	<p><b>Frances Doria</b> Tel: (416) 963-7144 Email: <a href="mailto:frances.doria@crowesoberman.com">frances.doria@crowesoberman.com</a></p>
<p><b>GOLDMAN SLOAN NASH &amp; HABER LLP</b> 480 University Avenue, Suite 1600 Toronto, Ontario M5G 1V2</p> <p><b>Lawyers for the Proposal Trustee</b></p>	<p><b>Brendan Bissell</b> Tel: (416) 597-6489 Email: <a href="mailto:bissell@gsnh.com">bissell@gsnh.com</a></p>
<p><b>ROMA BUILDING RESTORATION LTD.</b> 20 Cadetta Road, Unit 7 Brampton, Ontario L6P 0X4</p>	
<p><b>VGNA HOLDINGS INC.</b> 473 Woodbridge Avenue Woodbridge, Ontario L4L 2T3</p>	
<p><b>FIRST WEST LEASING LTD.</b> 6470 201 Street Langley, British Columbia V2Y2X4</p>	
<p><b>GENERAL BANK OF CANADA</b> 11523-100 Avenue, Suite 006 Edmonton, Alberta T5K 0J8</p>	

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**ROYAL BANK OF CANADA**

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- and -

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**ONTARIO  
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*Lawyers for Royal Bank of Canada*

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
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**APPLICATION RECORD**  
**(Returnable February 3, 2021)**

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**AIRD & BERLIS LLP**  
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