

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ROBERTS COMPANY CANADA LIMITED**

Applicant

**APPLICATION RECORD
(Returnable June 29, 2020)**

June 26, 2020

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, ON M5X 1A4

Raj Sahni (LSO#42942U)
Tel: (416) 777-4804
Email: sahnir@bennettjones.com

Danish Afroz (LSO#65786B)
Tel: (416) 777-6124
Email: afrozd@bennettjones.com

Fax: (416) 863-1716

**Lawyers for the Applicant,
Roberts Company Canada Limited**

**ONTARIO
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SERVICE LIST

As of June 26, 2020

<p>BENNETT JONES LLP 3400 One First Canadian Place P.O. Box 130 Toronto, ON, M5X 1A4</p> <p><i>Counsel to the Applicant</i></p>	<p>Raj Sahni (416) 777-4804 sahnir@bennettjones.com</p> <p>Danish Afroz (416) 777-6124 afrozd@bennettjones.com</p>
<p>RICHTER ADVISORY GROUP INC. 181 Bay Street, #3510 Bay Wellington Tower Toronto, ON, M5J 2T3</p> <p><i>Monitor</i></p>	<p>Paul Van Eyk (416) 485-4592 pvaneyk@richter.ca</p> <p>Duncan Lau (416) 488-2323 dlau@richter.ca</p>
<p>BORDEN LADNER GERVAIS LLP Bay Adelaide Centre, East Tower 22 Adelaide Street West Suite 3400 Toronto, ON, M5H 4E3</p> <p><i>Counsel to the Monitor</i></p>	<p>Roger Jaipargas (416) 367-6266 RJaipargas@blg.com</p>
<p>DEPARTMENT OF JUSTICE CANADA 3400-130 King Street, West Toronto, ON M5X 1K6</p>	<p>Diane Winters (416) 973-3172 diane.winters@justice.gc.ca</p>

<p>MINISTRY OF FINANCE (ONTARIO) Legal Services Branch 777 Bay Street, 11th Floor Toronto, ON M5G 2C8</p>	<p>Kevin O'Hara (416) 327-8463 kevin.ohara@ontario.ca</p>
<p>ALBERTA TREASURY BOARD AND FINANCE 9811-109 Street Edmonton, AB T5K 2L5</p>	<p>tra.revenue@gov.ab.ca</p>
<p>NORTON ROSE FULBRIGHT CANADA LLP Royal Bank Plaza, South Tower, Suite 3800 200 Bay Street, P.O. Box 84 Toronto, Ontario M5J 2Z4</p> <p><i>Counsel to Bank of America, Secured Party</i></p>	<p>Evan Cobb (416) 216-1929 evan.cobb@nortonrosefulbright.com</p>
<p>Q.E.P. CO., INC. 1001 Broken Sound Parkway NW, Boca Raton, Florida 33487 USA</p> <p><i>Parent Company of the Applicant</i></p>	<p>Adam Morgan amorgan@qep.com</p>
<p>LIFTCAPITAL CORPORATION 300 The East Mall, Suite 401 Toronto, ON M9B 6B7</p> <p><i>Secured Party</i></p>	<p>Joel MacKenzie (Sales Co-ordinator, Toyota Industries Commercial Finance Canada, Inc.) Joel.MacKenzie@toyotacf.ca</p>

EMAIL ADDRESS LIST

sahnir@bennettjones.com; afrozd@bennettjones.com; pvaneyk@richter.ca; dlau@richter.ca;
RJaipargas@blg.com; kevin.ohara@ontario.ca; tra.revenue@gov.ab.ca;
diane.winters@justice.gc.ca; evan.cobb@nortonrosefulbright.com; amorgan@qep.com;
Joel.MacKenzie@toyotacf.ca

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Applicant

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TAB 1



Court File No.: CV-20-00643158-00CL

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ROBERTS COMPANY CANADA
LIMITED**

Applicant

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 on June 29, 2020 at 11:30 a.m. via videoconference due to the COVID-19 pandemic. Please refer to the videoconference details attached at Schedule "A" hereto in order to attend the application and advise if you intend to join the Application by emailing Danish Afroz at afrozd@bennettjones.com.

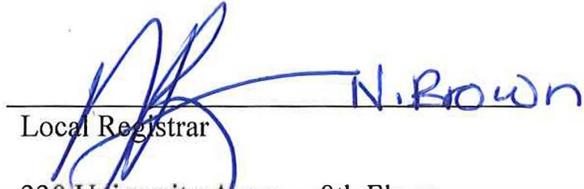
IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the 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 not later than 2 p.m. on the day 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: June 29, 2020

Issued by:


Local Registrar

Address of court office: 330 University Avenue, 9th Floor
Toronto, ON M5G 1R7

TO: THE SERVICE LIST

APPLICATION

THE APPLICANT MAKES THIS APPLICATION FOR:

1. An initial order (the “**Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the “**CCAA**”) substantially in the form attached at Tab 3 of this Application Record, *inter alia*:

- (a) abridging and validating the time for service and filing of this Notice of Application and the Application Record and dispensing with further service thereof;
- (b) declaring that the Applicant is a party to which the CCAA applies;
- (c) appointing Richter Advisory Group Inc. (“**Richter**”) as an officer of this Court to monitor the assets, business and financial affairs of the Applicant (in such capacity, the “**Monitor**”);
- (d) staying all proceedings taken or that might be taken in respect of the Applicant, its directors and officers, or the Monitor until and including July 9, 2020, subject to further Order of this Court (the “**Stay of Proceedings**”); and
- (e) granting the following charges over the Applicant’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof:
 - (i) an administration charge in favour of the Monitor, counsel to the Monitor, and counsel to the Applicant (the “**Administration Charge**”) to the maximum amount of \$500,000; and
 - (ii) a charge in favour of the directors and officers of the Applicant (the “**Directors’ Charge**”) to the maximum amount of \$250,000;

2. Such further and other relief as this Honourable Court deems just;

THE GROUNDS FOR THIS APPLICATION ARE:*General*

- (a) The Applicant, Roberts Company Canada Limited (“**RCCL**”), is insolvent and is a company to which the CCAA applies;
- (b) RCCL is a privately held corporation incorporated under the *Business Corporations Act*, R.S.O. 1990, c. B. 16 (Ontario), and has its registered head office located in Brampton, Ontario;
- (c) RCCL is in the business of manufacturing, marketing and distributing a comprehensive range of flooring, installation tools, adhesives and other flooring-related products in Canada;
- (d) RCCL is the direct wholly owned subsidiary of Roberts Consolidated Industries Inc. (“**RCI**”), and an indirect wholly owned subsidiary of Q.E.P. Co. Inc. (“**QEP**”);
- (e) Historically, RCCL operated as a profitable business that principally manufactured and sold its products, as well as those of its affiliates, to large Canadian retailers and distributors;
- (f) In 2018, RCCL acquired substantially all of the Canada-based assets related to the trading product sales division (the “**TPS Business**”) of Kraus Brands Inc., Kraus Canada Ltd., Kraus Carpet Inc., Kraus Properties Inc., Kraus USA Inc., and Strudex Inc. (the “**Kraus Group**”) in an effort to expand its sales distribution channels and diversify its customer base;
- (g) The synergies and benefits which RCCL believed would accrue from its acquisition of the TPS Business from the Kraus Group have not materialized, and the TPS Business has incurred substantial losses since its acquisition by RCCL;
- (h) The COVID-19 pandemic has further complicated RCCL’s management’s efforts to mitigate such losses;

- (i) RCCL is a party to the Fourth Amended and Restated Loan Agreement, dated as of January 31, 2017, (as amended, supplemented and otherwise modified from time to time, the “**ABL Agreement**”), that was entered into by and among RCCL (as “**Canadian Borrower**”), QEP, RCI, and other borrowers (together with the Canadian Borrower, the “**Borrowers**”), BOA and the lenders from time to time party to the ABL Agreement (the “**Lenders**”), and BOA, as agent for the Lenders (in such capacity, the “**Agent**”);
- (j) RCCL’s obligations under the ABL Agreement are secured against all of RCCL’s assets;
- (k) On April 17, 2020, BOA, in its capacity as the Agent under the ABL Agreement, provided written notice of an Event of Default under the ABL Agreement resulting from the Borrowers’ violation of certain covenants under the ABL Agreement;
- (l) RCCL requires significant and continued funding from BOA and its parent company QEP, and without such funding, RCCL, as currently structured, is unable to financially support all of its operations and is unable to meet its obligations as they come due;
- (m) In light of RCCL’s ongoing liquidity issues, further funding is not available to RCCL from QEP absent a significant restructuring;
- (n) RCCL and the other Borrowers under the ABL Agreement have entered into a forbearance agreement (the “**ABL Forbearance Agreement**”) pursuant to which the Agent and the Lenders have agreed to forbear from exercising their rights and remedies under the ABL Agreement with respect to existing defaults, continue to make available the credit facilities under the ABL Agreement to meet RCCL’s working capital requirements, and extend credit and make advances in order to support the ongoing working capital needs of RCCL at the outset of the restructuring, pending potential debtor-in-possession funding arrangements to be entered into after the commencement of the CCAA proceedings;

- (o) RCCL is insolvent, and with the cessation of ongoing support from QEP, RCCL is unable to meet its obligations as they generally become due, including its employee obligations, trade debt, rent payments and other contractual commitments;
- (p) RCCL is seeking the Initial Order in order to stabilize and preserve the value of RCCL's business for the benefit of RCCL's stakeholders;
- (q) Richter has consented to act as the Monitor in RCCL's CCAA proceedings (the "**CCAA Proceedings**");

Stay of Proceedings

- (r) RCCL requires the Stay of Proceedings to maintain the status quo to preserve the value of RCCL's business, its undertakings and assets, and to ensure that no creditor of RCCL obtains preferred treatment relative to other creditors;
- (s) RCCL also requires the Stay of Proceeding and the other relief sought to permit it to continue operating as a going concern as it pursued restructuring options;
- (t) Without the benefit of the protection afforded under the CCAA, there could be an immediate and significant erosion of value to the detriment of stakeholders;
- (u) Under the circumstances, the Stay of Proceedings is necessary and in the best interests of RCCL and its stakeholders;

Court Ordered Charges

- (v) RCCL is seeking the Administration Charge in the amount of \$500,000 to secure the professional services required to complete the CCAA Proceedings;
- (w) RCCL is also seeking the Directors' Charge in the amount of \$250,000 to ensure the continued cooperation of RCCL's directors and officers;
- (x) The proposed Monitor is supportive of the granting of the Administration Charge and Directors' Charge and their quantum;

Other Grounds

- (y) The provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;
- (z) Rules 1.04, 2.03, 3.02, 14.05(2), 16, 38 and 39 of the Ontario *Rules of Civil Procedure*, R.R.O 1990, Reg. 194, as amended;
- (aa) Section 106 of the *Ontario Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended;
and
- (bb) Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the application for the Initial Order:

- (a) The Affidavit of Ravi Williams-Singh, sworn June 26, 2020, and the exhibits attached thereto;
- (b) The consent of Richter to act as Monitor;
- (c) The Pre-Filing Report of Richter dated June 26, 2020; and
- (d) Such further and other evidence as counsel may advise and this Court may permit.

June 26, 2020

BENNETT JONES LLP

One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Raj Sahni (LSO# 42942U)

Email: sahnir@bennettjones.com

Tel: 416-777-4804

Danish Afroz (LSO# 65786B)

Email: afrozd@bennettjones.com

Tel: 416-777-6124

Lawyers for the Applicant

SCHEDULE "A"**To join the hearing using a computer:**

<https://us02web.zoom.us/j/83424996189?pwd=SStHrmVHbUJTaWdHZWOWZFdnK0hMdz09>

Meeting ID: 834 2499 6189

Password: 943210

To join hearing by phone:

One tap mobile

+13462487799,,83424996189#,,,0#,,943210# US (Houston)

+16699006833,,83424996189#,,,0#,,943210# US (San Jose)

OR Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 834 2499 6189

Password: 943210

Find your local number: <https://us02web.zoom.us/u/kehRwsYjtO>

**IN THE MATTER OF THE *COMPANIES CREDITORS' ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND
IN THE MATTER OF A PLAN OR COMPROMISE OR ARRANGEMENT OF ROBERTS COMPANY CANADA LIMITED**

Court File No.: CV-20-00643158-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

NOTICE OF APPLICATION
(returnable June 29, 2020)

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Raj Sahni (LSO #42942U)
Email: sahnir@bennettjones.com
Tel: 416-777-4804

Danish Afroz (LSO #65786B)
Email: afrozd@bennettjones.com
Tel: 416-777-6124

Lawyers for the Applicant

TAB 2

Court File No. CV-20-00643158-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
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Applicant

**AFFIDAVIT OF RAVI WILLIAMS-SINGH
(Sworn June 26, 2020)**

I, Ravi Williams-Singh, of the City of Brampton, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the Chief Administrative Officer and Controller for Roberts Company Canada Limited (the "**Applicant**" or "**RCCL**"). I have been employed by RCCL for a total of 28 years and have held my current position with RCCL since October, 2007. I have also served on RCCL's Board of Directors since October, 2006. As a result of my past and present roles with RCCL, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief, and where so stated, I believe such information to be true.

2. All references to currency in this Affidavit are to Canadian dollars, unless otherwise indicated.

I. RELIEF REQUESTED

3. I swear this affidavit in support of an Application by RCCL for an Order (the “**Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the “**CCAA**” and such proceedings, the “**CCAA Proceedings**”), *inter alia*:

- (i) declaring that the Applicant is a party to which the CCAA applies;
- (ii) appointing Richter Advisory Group Inc. (“**Richter**” or the “**Proposed Monitor**”) as an officer of this Court to monitor the assets, business, and affairs of the Applicant (once appointed in such capacity, the “**Monitor**”);
- (iii) authorizing the Applicant to remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”) and to continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property;
- (iv) staying, for an initial period of not more than ten (10) days (the “**Stay of Proceedings**”), all proceedings and remedies taken or that might be taken in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of the Court;
- (v) staying all proceedings and remedies taken or that might be taken in respect of claims against the directors or officers of the Applicant that relate to the liability of such Persons in their capacity as directors and officers of the Applicant; and

- (vi) granting the following charges (collectively, the “**Charges**”) over the Applicant’s property:
- (a) an Administration Charge (defined below) in favour of the Monitor, counsel to the Monitor, counsel to the Applicant and other professionals; and
 - (b) a Directors’ Charge (defined below) in favour of the directors and officers of the Applicant.

II. OVERVIEW

4. RCCL’s business consists of manufacturing, marketing and distributing a comprehensive range of flooring, installation tools, adhesives, accessories and other flooring-related products in Canada. It is a direct wholly-owned subsidiary of Roberts Consolidated Industries, Inc. (“**RCI**”). RCI was a leading participant in the carpet installation market in 1997 when all of its outstanding shares, including those of RCCL, were acquired by Q.E.P. Co. Inc. (“**QEP**”).

5. QEP manufactures, markets and distributes a broad line of flooring, specialty tools, adhesives and other flooring-related products for the home improvement market in the United States of America and throughout the world.

6. For many years, RCCL operated as a profitable business that principally manufactured and sold its products, as well as those of its affiliates, to large Canadian retailers and distributors. In October 2018, RCCL sought to expand and diversify its business by acquiring substantially all of the Canada-based assets of the trading product sales division of the Kraus Group (defined below) which involved the distribution and sale of flooring products to commercial and residential customers, including carpet tiles, vinyl tiles, laminate, and hardwood (the “**TPS Business**”).

7. The synergies and benefits which RCCL believed would accrue from its acquisition of the TPS Business have not materialized. Rather than complement RCCL's business, the TPS Business has incurred substantial losses since its acquisition in October 2018 that now threaten the viability of RCCL. Projections demonstrate little or no prospect of improvement within a reasonable time.

8. While RCCL's losses are largely due to the inefficiencies in the TPS Business, the COVID-19 pandemic further complicated RCCL's management's ability to mitigate such losses. In particular, COVID-19 has caused significant market declines, uncertainty, and social dislocation, and the effects of the COVID-19 pandemic could impact demand and market prices for RCCL's products in the future. Similar to other businesses that are suffering from the effects of COVID-19 related disruptions, there is currently no timeline for when all of RCCL's operations will return to normalcy.

9. RCCL is party to the ABL Agreement (defined below). RCCL's obligations under the ABL Agreement are secured against all of RCCL's assets, as described below in further detail. On April 17, 2020, BOA, as the Agent (defined below) under the ABL Agreement, provided written notice of an Event of Default under the ABL Agreement resulting from the Borrowers' (defined below) violation of certain covenants under the ABL Agreement.

10. RCCL and the other Borrowers under the ABL Agreement have entered into the ABL Forbearance Agreement (defined below) pursuant to which the Agent and the Lenders (defined below) have agreed, in reliance upon the terms of the ABL Forbearance Agreement, to forbear from exercising their rights and remedies under the ABL Agreement with respect to existing defaults during the period from the effective date of the ABL Forbearance Agreement to the Forbearance Termination Date (defined below). Subject to the terms and conditions of the ABL

Forbearance Agreement, the Agent and the Lenders will, among other things, continue to make available the credit facilities under the ABL Agreement to meet RCCL's working capital requirements and extend credit and make advances in order to support the ongoing working capital needs of RCCL.

11. While certain segments of RCCL's business are viable and valuable, it is currently insolvent and urgently requires protection under the CCAA to maintain the status quo as it considers restructuring options for the benefit of its stakeholders.

12. RCCL also requires additional funding while it attempts to restructure its business. RCCL is not seeking debtor-in-possession ("**DIP**") financing as part of the proposed Initial Order; however, RCCL anticipates the need for DIP financing in the short term. As such, RCCL intends to return to this Court for approval of DIP financing at a subsequent hearing.

13. The Applicant's anticipated next steps include continuing discussions with its lenders and other stakeholders to pursue financing and/or sale options, with a view to achieving a viable path forward without the imminent threat of uncoordinated enforcement steps being taken that could result in an immediate loss of value.

14. If the Initial Order is granted, the Applicant intends to return to Court within ten (10) days (the "**Comeback Hearing**") to seek approval of an amended and restated Initial Order which, among other things, would:

- (a) extend the Stay of Proceedings granted in the proposed Initial Order;
- (b) approve DIP financing;

- (c) expand the Initial Order to include the more fulsome restructuring provisions found in the model order subcommittee of the Commercial List Users' Committee of the Ontario Superior Court of Justice ("**Model Order**"); and
- (d) seek such other relief as may be required to advance the Applicant's restructuring.

III. CORPORATE STRUCTURE AND BUSINESS OPERATIONS

A. Corporate Structure

15. RCCL is a privately held corporation that was incorporated under Ontario's *Business Corporation Act*, R.S.O. 1990, c. B. 16 (the "**OBCA**") on April 8, 1987. RCCL's registered head office is located at 34 Hansen Road South, Brampton, Ontario. RCCL has two directors: Leonard Gould and myself. A copy of the Ontario corporate profile report in respect of RCCL is attached hereto as **Exhibit "A"**.

16. To facilitate the operation of its business in Canada, RCCL is also extra-provincially registered under the laws of British Columbia, New Brunswick, Manitoba, Alberta, Saskatchewan, Nova Scotia, Quebec, and Newfoundland and Labrador.

17. RCCL is a direct wholly-owned subsidiary of RCI, and an indirect wholly-owned subsidiary of QEP. RCI is a direct wholly-owned subsidiary of QEP. RCCL does not have any subsidiaries and does not have any equity interests in other corporate entities in Canada.

B. Overview of RCCL's Business

18. RCCL's business consists of manufacturing, marketing and distributing a comprehensive range of flooring, installation tools, adhesives, accessories and other flooring-related products in Canada under various brand names including *ROBERTS*[®], *QEP*[®], *Capitol*[®], *Harris*[®] *Wood*, *Kraus*[®], and *Naturally Aged Flooring*[™].

19. RCCL's products are sold to retailers with multiple stores throughout Canada, including national home improvement chains such as *Home Depot*, *Lowes*, *Rona*, and *Home Hardware*, large distributors such as *Prosol*, and independent dealers and distributors for use by do-it-yourself consumers as well as construction, remodeling and installation professionals.

20. RCCL operates from a facility located at 34 Hansen Road South, in Brampton, Ontario, which serves as RCCL's headquarters and is also the site of RCCL's manufacturing, distribution, and administrative functions. In addition, RCCL leases office space in Waterloo, Ontario, and warehouse and distribution space in Mississauga, Ontario and Edmonton, Alberta. RCCL also utilizes the 3PLs (defined below) on a month-to-month basis.

C. Acquisition of the TPS Business from the Kraus Group

21. On October 5, 2018, RCCL acquired the Canada-based assets of the TPS Business from certain entities within the Kraus Group following a sale process undertaken by the Kraus Group to market the Kraus Group's assets. Certain relevant background information regarding RCCL's purchase of the Canada-based assets of the TPS Business from the Kraus Group is described below.

22. On September 11, 2018, Kraus Brands Inc., Kraus Canada Ltd., Kraus Carpet Inc., Kraus Properties Inc., Kraus USA Inc., and Strudex Inc. (the "**Kraus Applicants**") filed for and obtained

protection under the CCAA. Pursuant to the initial order granted by this Court in those CCAA proceedings, the stay of proceedings granted in respect of the Kraus Applicants was extended to certain partnerships affiliated with the Kraus Applicants (the “**Partnerships**” and together with the Applicants, the “**Kraus Group**”). At the time of its CCAA application, the Kraus Group was a vertically integrated manufacturer of premium carpet for the commercial and residential market, as well as a distributor in North America of flooring products produced by other manufacturers.

23. Pursuant to an Asset Purchase Agreement dated September 10, 2018 (the “**Purchase Agreement**”) between RCCL and QEP, as purchasers, and Kraus Canada LP, Kraus Properties LP and Kraus USA Inc., as vendors, RCCL and QEP acquired substantially all of the assets related to the TPS Business of the Kraus Group. In addition, RCCL and QEP, as purchasers, agreed to assume certain liabilities and obligations, including, among other things, certain assigned contracts, employee liabilities, and trade accounts payable.

24. The aspects and portions of the TPS Business purchased from the Kraus Group located in Canada are owned and operated by RCCL. Similarly, the aspects and portions of the TPS Business purchased from the Kraus Group located in the United States of America are owned and operated by QEP.

25. RCCL acquired the TPS Business in an effort to expand its sales distribution channels and its presence in the wood flooring market by adding approximately 1,200 dealers and distributors in Canada through which it could distribute its existing flooring and related products. Moreover, RCCL believed that the purchase of the TPS Business would allow it to reduce its customer concentration risk by diversifying its customer base.

D. RCCL's Business Segments

26. Following RCCL's acquisition of the TPS Business from the Kraus Group in October 2018, RCCL's business operations were broadly divided into two business segments:

- (a) **Large Customer Segment** – RCCL's historical business (prior to the acquisition of the TPS Business from the Kraus Group) primarily consisted of manufacturing and distributing a variety of flooring, installation tools, adhesives, and other flooring-related products, to large home improvement chains such as *Home Depot*, *Lowe's* and *Home Hardware*, as well as large distributors such as *Prosol* (collectively referred to hereinafter as the "**Large Customer Segment**") for use by do-it-yourself consumers as well as construction, remodeling and installation professionals. These products are predominantly sold under the *ROBERTS*[®], *QEP*[®], and *Capitol*[®] brands; and
- (b) **TPS Business Segment** – Under this business segment (acquired from the Kraus Group), RCCL sells flooring and related products to independent dealers and distributors predominantly under the *Kraus*[®], *Harris*[®] *Wood*, and *Naturally Aged Flooring*[™] brands (referred to hereinafter as the "**TPS Business Segment**").

27. Since acquiring the TPS Business Segment in October 2018, RCCL has operated in both the Large Customer Segment and the TPS Business Segment. However, integrating the TPS Business Segment into the existing RCCL business has proven to be difficult due to differences between the respective business models and customer bases. In contrast to the Large Customer Segment, the TPS Business Segment is significantly more capital intensive, with considerably more customers than the Large Customer Segment. Onerous overhead and other costs are required

to service such customers, including a large sales force, a large supply of product samples and product displays, and other logistics and freight costs.

E. Employees

28. As of April 29, 2020, RCCL employed approximately 87 people (85 on a full-time basis and 2 on a temporary basis). Approximately 61 employees are located in Ontario, 7 employees are located in Alberta and 19 employees at other locations. Approximately 60 of RCCL's employees are salaried employees and 27 are hourly employees.

29. RCCL's monthly payroll obligations are approximately \$452,975 for salary and hourly employees, and an additional approximately \$23,000 per month for temporary employees. All salaried employees are paid bi-weekly and all hourly employees are paid weekly. Some of RCCL's employees also participate in a sales incentive plan and/or a bonus plan which provides for payments in addition to their base salary. In addition to the payroll amounts above, certain salaried employees are also eligible to receive sales commissions on a monthly basis based on certain objectives/metrics. As at the date of this Affidavit, RCCL is current on its payroll obligations, including all source deductions.

30. In addition, all of RCCL's employees are eligible to participate in a standard group benefit plan, which is administrated by Manulife. RCCL pays approximately \$19,202 monthly in support of this benefit plan. RCCL also maintains a short-term disability plan through Manulife.

F. RCCL Pension Plan

31. RCCL maintains a defined contribution pension plan which is mandatory for all of RCCL's employees, which is provided by The Great West Life Assurance Company. There are currently

78 members of the RCCL Pension Plan. The defined contribution pension plan is registered, for pensions standards purposes, in the Province of Ontario, and bears registration number 0296277 (the “**RCCL Pension Plan**”). The RCCL Pension Plan is RCCL’s only pension plan.

32. Since the RCCL Plan does not guarantee any particular level of benefits to plan members, there can neither be a deficit nor a surplus and an actuarial valuation is not required. Under the RCCL Pension Plan, RCCL matches up to five percent (5%) of a participating employee’s earnings, but in no event more than what the employee contributes. RCCL pays approximately \$12,728 in monthly contributions.

33. RCCL is current on its contributions to the RCCL Pension Plan.

G. Real Property Leases

34. RCCL operates from the following four leased facilities:

- (a) premises located at 34 Hansen Road South, Brampton, Ontario, which is approximately 64,000 square feet and is used by RCCL for distribution, warehousing, and manufacturing of flooring related products;
- (b) premises located at 65 Northfield Dr., Waterloo, Ontario, which is approximately 20,000 square feet and is used by RCCL as a business office;
- (c) premises located at Unit#1, 375 Pendant Drive, Mississauga, Ontario, which is approximately 91,500 square feet and is used by RCCL for warehousing flooring inventory and associated products. RCCL currently subleases a certain portion of these premises (approximately 6,000 square feet) to a third party; and

- (d) premises located at 15210-135th Avenue NW, Edmonton, Alberta, which is approximately 53,000 square feet, and is used by RCCL as an office and showroom, and for storage, manufacturing and distribution of flooring and associated products.

35. RCCL also utilizes third party logistics providers in Vancouver, Edmonton, Winnipeg, Calgary and Toronto (the “3PLs”) on a month-to-month basis.

IV. RCCL’S FINANCIAL POSITION

36. A copy of RCCL’s internally prepared segmented unaudited Balance Sheet for the 12-months ended February 29, 2020 is attached hereto as **Exhibit “B”**. A copy of RCCL’s internally prepared segmented unaudited Balance Sheet for the 2-months ended April 30, 2020 is attached hereto as **Exhibit “C”**.

A. Assets

37. As of April 30, 2020, RCCL had total assets of approximately \$30,150,000. RCCL’s principal assets, as at April 30, 2020, consisted of, among other things, the following:

Asset Type	Value (CAD Currency 000’s)
<i>Current Assets</i>	
Cash	\$706
Accounts Receivable	\$7,273
Inventory	\$15,702
Other Current Assets	\$697
<i>Long Term Assets</i>	

Asset Type	Value (CAD Currency 000's)
Net Fixed Assets	\$602
Goodwill	\$1,040
Other Long Term Assets	\$4,130

B. Liabilities

38. As detailed in RCCL's unaudited Balance Sheet, as of April 30, 2020, RCCL had total liabilities of approximately \$40,489,000, consisting of, among other things, the following:

Liability Type	Value (CAD Currency 000's)
ABL Agreement Debt	\$23,053
Accounts Payables	\$6,924
Accrued Liabilities	\$5,344
Inter-company Liabilities	\$2,246
Other Long Term Liabilities	\$2,922

C. Profit and Loss

39. A copy of RCCL's internally prepared segmented unaudited Income Statement for the 12-months ended February 29, 2020 is attached hereto as **Exhibit "D"**. A copy of RCCL's internally prepared segmented unaudited Income Statement for the 2-months ended April 30, 2020 is attached hereto as **Exhibit "E"**.

40. For the 12-months ended February 29, 2020, RCCL generated net sales of approximately \$61.31 million, gross profit of approximately \$14.93 million, and a pre-tax net loss of approximately \$8.48 million, which included approximately \$21.64 million in total operating expenses. Comparatively, for the two months of fiscal year 2021 ended April 30, 2020, RCCL generated net sales of approximately \$8.26 million, gross profit of approximately \$1.76 million, and a pre-tax net loss of approximately \$1.13 million, which included approximately \$2.66 million in total operating expenses.

D. Debt Obligations

41. RCCL's primary funded debt obligations consist of amounts owed under the ABL Agreement which is discussed immediately below.

(i) *ABL Agreement*

42. RCCL is a party to the Fourth Amended and Restated Loan Agreement, dated as of January 31, 2017, as subsequently amended by amending agreements dated as of October 5, 2018, January 22, 2019, July 26, 2019, and January 27, 2020 (as amended, supplemented and otherwise modified from time to time, the "**ABL Agreement**"), that was entered into by and among RCCL (as "**Canadian Borrower**"), QEP, RCI, Roberts Holding International, Inc., Q.E.P. Zocalis Holding L.L.C., Boiardi Products Corporation, Roberts Capitol, Inc., QEP – California, Inc., QGrow Products, Inc., QEP – Tennessee, Inc., Liberty Creek, Inc., Imperial Industries, Inc., All-Force Tool Company, Q.E.P. Sun Valley, Inc., Q.E.P. Oklahoma, Inc., Faus Group, Inc., Premix-Marbletite Manufacturing Co., A C Products Co. (collectively, the "**U.S. Borrowers**" and together with the Canadian Borrower, the "**Borrowers**"), BOA and the lenders from time to time party to

the ABL Agreement (the “**Lenders**”), and BOA, as agent for the Lenders (in such capacity, “**Agent**”).

43. The ABL Agreement provides, among other things, a maximum revolving loan commitment of US \$85,000,000 (the “**ABL Commitment**”) to the Borrowers. The ABL Agreement is structured such that up to US \$23,000,000 of the ABL Commitment may be allocated to RCCL, as the Canadian Borrower under the ABL Agreement (the “**Canadian Revolving Loan Commitment**”). Specifically, the ABL Agreement makes available in revolving credit to RCCL the lesser of (a) the Canadian Revolving Loan Commitment (i.e. US \$23,000,000) and (b) a borrowing base (the “**Canadian Borrowing Base**”) determined by reference to, among other things, RCCL’s eligible accounts receivable and eligible inventory, less, in each case, the sum of certain aggregate outstanding principal amounts (the “**Canadian Credit Availability**”).

44. The ABL Agreement is structured as a typical asset-based loan facility governed by a borrowing base calculation, which in the case of RCCL, is comprised of, among other things, RCCL’s eligible accounts receivables and eligible inventory (collectively, the “**Eligible Collateral**”). Pursuant to this structure, RCCL submits a written request for an advance, and the Lenders make a revolving advance based on a borrowing base certificate and taking into account the amounts then outstanding under the ABL Agreement.

45. The outstanding and unpaid principal balance of revolving loans made under the ABL Agreement bear interest according to the terms and calculations contained in the ABL Agreement. The maturity date under the ABL Agreement is October 5, 2023 (the “**Maturity Date**”). The ABL Commitment shall automatically terminate on the Maturity Date.

46. As of April 30, 2020, the total outstanding principal balance under the Canadian Credit

Availability was \$23,053,000 (in Canadian dollars) (the “**RCCL ABL Debt**”). Pursuant to the ABL Agreement, as of any date of determination, U.S. Credit Availability (as defined in the ABL Agreement) in an amount not exceeding US \$10,000,000 may be designated by a U.S. Borrower in the calculation of the Canadian Borrowing Base. As of April 30, 2020, the RCCL ABL Debt is comprised of approximately \$8.5 million of designated U.S. Credit Availability.

47. The ABL Agreement contains various restrictive covenants that, *inter alia*, limit RCCL’s and the other Borrowers’ ability to incur additional indebtedness or encumber their assets. The ABL Agreement also requires that the Borrowers maintain certain financial ratios (the “**Fixed Charge Coverage Ratio**” as defined in the ABL Agreement). The ABL Agreement specifies that the failure to maintain the Fixed Charge Coverage Ratio is an Event of Default (as defined therein). Upon the occurrence of an Event of Default under the ABL Agreement, the Agent may, *inter alia*, declare the ABL Commitment to be terminated, and accelerate the payment of all outstanding indebtedness under the ABL Agreement (with certain limited exceptions).

48. The ABL Agreement was amended pursuant to Amendment No. 1 to Fourth Amended and Restated Loan Agreement dated October 5, 2018 (“**Amendment No. 1**”). As a result of the amendments made to Section 2.30 of the ABL Agreement pursuant to Amendment No. 1, each Borrower is jointly and severally liable for, and has absolutely and unconditionally guaranteed to the Agent and the Lenders the prompt payment and performance of all Obligations (as defined in the ABL Agreement), provided that RCCL (i.e. the Canadian Borrower) is not deemed to guarantee or be liable for any Obligations (as defined in the ABL Agreement) of the U.S. Borrowers.

49. To secure the payment and performance of any and all present or future indebtedness, obligations and liabilities owing by RCCL to the Agent and/or the Lenders, RCCL granted,

pursuant to a security agreement dated December 30, 2008 (the “**Security Agreement**”), in favour of BOA, as Agent, for itself and on behalf of the other Lenders. Pursuant to the Security Agreement, RCCL granted a continuing security interest in all of the present and after-acquired property, assets and undertakings (collectively, the “**Collateral**”) of RCCL. The obligations secured by the Security Agreement become immediately due and payable and the security interests constituted by the Security Agreement become enforceable if RCCL fails to make any payment of any of the obligations when due and if an Event of Default occurs under the ABL Agreement.

50. As previously stated, the ABL Agreement was amended pursuant to Amendment No. 1. At this time, RCCL and the other Borrowers entered into a Ratification and Reaffirmation of Security Agreements (the “**Ratification Agreement**”) pursuant to which RCCL ratified, reaffirmed and confirmed the terms and provisions of the Security Agreement. Pursuant to the Ratification Agreement, the obligations, covenants, duties, debts and liabilities incurred pursuant to the ABL Agreement (as amended by Amendment No. 1) constitute “Obligations” as defined in and secured pursuant to the Security Agreement. To secure the payment and performance of the “Obligations” (as defined in the Security Agreement), RCCL granted to the Agent a continuing security interest in and lien on, any and all right, title and interest of RCCL in and to all of the Collateral of RCCL.

51. As described below, the security interests granted by RCCL in favour of BOA, as Agent, for itself and on behalf of the other Lenders, are perfected by way of registrations pursuant to the various Personal Property Security Acts (or the applicable provincial equivalent) in Ontario, British Columbia, Manitoba and Alberta.

52. The ABL Agreement is an agreement that involves parties other than the Applicant, including QEP and BOA, and is therefore not attached to this Affidavit. A copy of the ABL

Agreement, including the amendments thereto, the Security Agreement, and the Ratification Agreement, will be provided to the Court on a confidential basis if requested by the Court.

(ii) *Security Registrations*

53. Personal property registry searches against RCCL were conducted under the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended (the “**Ontario PPSA**”). Copies of the personal property registry searches conducted against RCCL in Ontario are attached hereto as **Exhibit “F”**. The Ontario PPSA search results, current as of June 21, 2020, disclosed the following:

- (a) Bank of America, N.A. as agent for itself and HSBC Bank USA, National Association has a security interest in “inventory”, “equipment”, “accounts”, “other” and “MV Incl” (PPSA File No. 073101969) originally registered on October 17, 1997. This registration has an expiry date of October 17, 2020.
- (b) Bank of America, N.A. as agent, has a security interest in “inventory”, “equipment”, “accounts”, “other” and “MV Incl” (PPSA File No. 650583792) originally registered on December 17, 2008. This registration has an expiry date of December 17, 2025.
- (c) LiftCapital Corporation has a security interest in “equipment” and “other” (PPSA File No. 713491911) originally registered on January 21, 2016, with the following general collateral description: “material handling equipment together with all parts, attachments, accessories, additions, batteries, chargers, repair parts, and other equipment placed on or forming part of the goods described herein with any

proceeds thereof and therefrom including, without limitation, all goods, securities, instruments, documents of title, chattel paper and intangibles (as defined in the Personal Property Security Act)”. This registration has an expiry date of January 21, 2024.

- (d) Bank of America, N.A. as agent, has a security interest in “inventory”, “equipment”, “accounts”, “other” and “MV Incl” (PPSA File No. 896821344) originally registered on July 28, 2003. This registration has an expiry date of July 28, 2025.

54. Personal property registry searches against RCCL were conducted under the respective personal property security legislation of Quebec, British Columbia, Nova Scotia, Manitoba, Alberta, Saskatchewan, Newfoundland and Labrador, and New Brunswick. Copies of the personal property registry searches conducted against RCCL in those jurisdiction are collectively attached hereto as **Exhibit “G”**. The searches, performed on June 22, 2022, disclosed the following:

- (a) Under the personal property registry of British Columbia, Bank of America, N.A., as agent, has a security interest (Base Reg. #: 055792L) originally registered on September 28, 2018, with the following general collateral description: “all present and after acquired personal property of the debtor”. This registration has an expiry date of September 28, 2025.
- (b) Under the personal property registry of Manitoba, Bank of America, N.A., as agent, has a security interest (Registration 201817611201) originally registered on September 28, 2018, with the following general collateral description: “all present and after acquired personal property of the debtor”. This registration has an expiry

date of September 28, 2025.

- (c) Under the personal property registry of Alberta:
 - (i) Bank of America, N.A., as agent, has a security interest (Registration Number: 18092815152) originally registered on September 28, 2018, with the following general collateral description: “all present and after acquired personal property of the debtor”. This registration has an expiry date of September 28, 2025.
 - (ii) Bank of America, N.A., as agent, has a land charge (Registration Number: 18092816589) originally registered on September 28, 2018.

55. There are no registrations against RCCL made under the respective personal property registries of Quebec, Nova Scotia, Saskatchewan, Newfoundland and Labrador, and New Brunswick.

E. Intercompany Liability

56. In the ordinary course of business, RCCL has engaged in intercompany transactions with QEP resulting in the creation of intercompany receivables and payables. As reflected in the Balance Sheet, as of April 30, 2020, there is an intercompany liability of approximately \$2,246,000.

F. Litigation

57. On April 26, 2018, RCCL filed a claim as against 3942783 Canada Inc. o/a Dragona Carpet Supplies Ltd. (“**Dragona**”), a customer that ordered products from RCCL, in the Ontario Superior

Court of Justice, Court File No.: CV-18-1771 (as amended, the “**Statement of Claim**”). In the Statement of Claim, RCCL claims against Dragona, among other things, a liquidated debt in the amount of \$79,699.53 for amounts due and owing under invoices for goods sold and delivered by RCCL. RCCL also claims prejudgment and post-judgment interest thereon in accordance with the terms of the invoices, at a rate of 2% per annum calculated monthly, from the invoice dates, as well as, costs of the action on a substantial indemnity basis. A copy of the Statement of Claim is attached hereto as **Exhibit “H”**.

58. On August 23, 2018, Dragona filed a statement of defence and counterclaim (the “**Counterclaim**”) in which Dragona denies that, among other things, RCCL is entitled to any damages set out in the Statement of Claim. In the Counterclaim, Dragona claims from RCCL damages in the amount of \$2,000,000 for breach of contract, punitive damages in the amount of \$1,000,000, interest and costs, all as set out in the Counterclaim. A copy of the Counterclaim is attached hereto as **Exhibit “I”**.

59. On October 24, 2018, RCCL filed its reply and defence to counterclaim (the “**Reply**”), categorically denying Dragona’s allegations in the Counterclaim. A copy of the Reply is attached hereto as **Exhibit “J”**.

G. Cash Management System

60. RCCL uses a centralized cash management system to collect, manage and distribute funds used in RCCL’s business and to facilitate cash monitoring, forecasting, and reporting (the “**Cash Management System**”). RCCL maintains a total of eight (8) active cash operating bank accounts at TD Canada Trust, Royal Bank of Canada and BOA in Toronto. The accounts are in US and Canadian currency.

61. As previously described, RCCL utilizes the asset-based lending facility provided pursuant to the ABL Agreement as its senior credit facility, which is administered by BOA as agent on behalf of the Lenders. The Borrowers under the ABL Agreement obtain funding from BOA by making requests for such borrowings in accordance with the terms, conditions and requirements of the ABL Agreement. Pursuant to the terms of the ABL Agreement, certain of RCCL's cash, notes, cheques, and other proceeds of receivables, inventory and securities are deposited and collected into lockbox accounts maintained by BOA (collectively, the "**Lockbox Accounts**"), which has the effect of reducing the amount outstanding under the ABL Agreement.

62. The Cash Management System gives RCCL the ability to efficiently and accurately track and control corporate funds and ensure cash availability. The Cash Management System also includes the necessary accounting controls to enable the Applicant, the Applicant's creditors, the proposed Monitor, and this Court to trace funds through the system and ensure that all transactions are adequately documented and readily ascertainable.

63. RCCL needs to be able to continue using the existing cash management system during the CCAA Proceedings. Accordingly, the Applicant seeks the authority to continue to use, in accordance with the ABL Forbearance Agreement, the existing Cash Management System and to maintain the funding and banking arrangements already in place.

V. EVENTS LEADING TO THE APPLICANT'S CURRENT CIRCUMSTANCES

64. As discussed below, RCCL's financial and operational difficulties are primarily due to the inherently high costs of operating the TPS Business Segment in Canada in comparison to the Large Customer Segment, as well as macroeconomic conditions in Canada including those resulting from the COVID-19 pandemic.

A. Poorly Performing TPS Business Segment Affecting RCCL's Financial Position

65. RCCL's financial position has been particularly impacted by losses incurred in connection with the TPS Business Segment. As previously discussed, many of the advantages that RCCL envisioned would flow from RCCL's acquisition of the TPS Business have failed to come to fruition. Since its acquisition, the TPS Business Segment has proved difficult to improve and make profitable. Furthermore, the synergies that RCCL hoped to realize from the transaction did not materialize. On the contrary, the TPS Business Segment has had a material negative impact on RCCL's bottom line. For the two months ended on April 30, 2020, the TPS Business Segment had pre-tax net losses of approximately \$1,211,000, and RCCL (on a consolidated basis) had pre-tax net losses of approximately \$1,125,000.

66. Over the last few months, RCCL has made various efforts to improve its financial and/or operational issues including, but not limited to, a reduction in its workforce and temporary layoff of employees in Canada as well as limiting expenditures on product samples and displays. The efficacy of these efforts have been hampered by the public health emergency caused by COVID-19 and the states of emergency and public health orders requiring social distancing, self-isolation and restricting gatherings that have been declared in Canada by the federal and provincial governments.

B. QEP is no Longer Willing to Financially Support RCCL

67. RCCL requires significant and continued funding from QEP's operations in the United States. Without such funding, RCCL, as currently structured, is unable to financially support all of its operations and is unable to meet its obligations as they come due. Projections demonstrate little or no prospect of improvement in RCCL's business within a reasonable time to enable RCCL

to financially support its business independently of QEP. Given RCCL's current business prospects, QEP is not willing to provide financial assistance to RCCL absent a significant restructuring.

C. COVID-19 Related Difficulties

68. As has been well publicized, the COVID-19 pandemic has resulted in full or partial closure of retailers and distributors, and has brought about government imposed limits on travel. The COVID-19 pandemic has had an immediate negative impact on RCCL's business as sales figures relating to RCCL's business have declined in comparison to RCCL's sales figures in the ordinary course as RCCL's customers were forced to temporarily close or significantly reduce their ability to sell products to end customers.

D. Default under the ABL Facility

69. On April 17, 2020, BOA provided written notice to QEP of an Event of Default under the ABL Agreement resulting from the Borrowers' violation of certain covenants under the ABL Agreement (the "**Reservation of Rights Letter**"). In the Reservation of Rights Letter, BOA as lender and Agent expressly reserved all of their rights, powers, privileges and remedies under the ABL Agreement, other loan agreements, applicable law and otherwise.

70. As previously noted, RCCL relies upon the restricted availability under the ABL Agreement, including the allocation of U.S. Credit Availability made available pursuant to the ABL Agreement, in order to finance its operations. Absent such availability under the ABL Agreement and the accommodations provided by QEP to RCCL, RCCL is unable to carry on business in the ordinary course and to meet all of its obligations as they come due and is insolvent.

E. ABL Forbearance Agreement

71. BOA was properly notified of RCCL's intention to apply for relief under the CCAA and to seek the appointment of Richter as Monitor from the Ontario Superior Court of Justice (Commercial List). Following extensive discussions between, among others, RCCL, Richter, the Agent, and each party's respective counsel, RCCL entered into the Forbearance Agreement and Amendment No. 5 to Fourth Amended and Restated Loan Agreement, dated as of June 26, 2020, by and among the Borrower, the Lenders and the Agent (the "**ABL Forbearance Agreement**"). Pursuant to the ABL Forbearance Agreement, the Agent and the Lenders have agreed, in reliance upon the terms of the ABL Forbearance Agreement, to forbear during the Forbearance Period (defined below) from exercising their rights and remedies against the Borrowers with respect to existing defaults during the period (the "**Forbearance Period**") from the effective date of the ABL Forbearance Agreement to the Forbearance Termination Date (defined below).

72. Under the ABL Forbearance Agreement, the "**Forbearance Termination Date**" is the earlier to occur of:

- (a) (i) October 31, 2020 or (ii) such later date as may be approved by the Agent in its discretion, and
- (b) the date on which any Termination Event (defined below) occurs.

73. The Agent and the Lenders will, subject to the terms and conditions of the ABL Forbearance Agreement, continue to make available to the Borrowers, the credit facilities under the ABL Agreement to meet the Borrowers' working capital requirements and extend credit and make advances to the Borrowers in order to support the ongoing working capital needs of the

Borrowers.

74. Pursuant to the ABL Forbearance Agreement, RCCL agreed that, except for RCCL's non-BOA deposit accounts (the "**Non-Lender Accounts**"), all of RCCL's deposit accounts shall be Lockbox Accounts maintained with BOA. The full amount of all credit balances in the Non-Lender Accounts shall be transferred each business day to a Lockbox Account (subject to certain exceptions). Each of the Non-Lender Accounts are only to be used for the Large Customer Segment of RCCL's business.

75. Among other terms, the ABL Forbearance Agreement is conditional upon:

- (a) the payment of a forbearance fee by the Borrowers;
- (b) approval by the Agent of the Cash Flow Forecast (defined below) filed in connection with RCCL's application for the Initial Order;
- (c) a CCAA Initial Order being granted in form and substance satisfactory to the Agent and the Lenders which, among other terms (i) provides that the Agent and the Lenders shall be treated as an "unaffected creditor" in RCCL's CCAA proceedings and in any plan of compromise and/or arrangement with respect to RCCL, and (ii) the stay of proceedings ordered by the CCAA Court in RCCL's CCAA proceedings shall not apply to the Agent and the Lenders.

76. The "**Forbearance Termination Date**" may occur as a result of, among other things, the occurrence of certain termination events set out in the ABL Forbearance Agreement, which include, among other things, the following: (a) any event of default (other than existing defaults) under the ABL Agreement and other loan documents; (b) default in the observance or performance

of any covenant in the ABL Forbearance Agreement, including any covenants to obtain Orders by this Court; and (c) termination of RCCL's CCAA proceedings or the stay of proceedings granted in RCCL's CCAA proceeding. On the Forbearance Termination Date, the ABL Forbearance Agreement shall automatically terminate and the Agent and Lenders may, among other things, (a) declare all amounts due under the ABL Agreement and ABL Forbearance Agreement to be due and payable forthwith, or (b) appoint a receiver over RCCL.

77. The ABL Forbearance Agreement is an agreement that involves parties other than the Applicant, including QEP and BOA, and is therefore not attached to this Affidavit. A copy of the ABL Forbearance Agreement, will be provided to the Court on a confidential basis if requested by the Court.

F. Strategic Review

78. In light of the impact of some of the events described above on RCCL's business, management started a review of RCCL's business operations in and around the first quarter of 2019. Management considered various options with respect to RCCL's business, including downsizing parts of RCCL's business, reducing RCCL's footprint in certain jurisdictions, and making further investments to bolster parts of RCCL's business.

79. On April 24, 2020, RCCL engaged Richter to provide advisory services and to assist RCCL in reviewing and analyzing its various strategic options. The services and support provided by Richter, included, among other things, the following:

- (a) working with RCCL to complete its strategic review, and outline its restructuring options for consideration by RCCL's management team, board of directors, and

RCCL's lender (i.e. BOA);

- (b) supporting RCCL in its communication with BOA regarding its strategic review and restructuring options; and
- (c) reviewing RCCL's cash flow and other forecasts and assisting with any modifications that may be required by the lender.

80. I understand that Richter will be filing a pre-filing report with the Court as the Proposed Monitor in conjunction with the Applicant's request for relief under the CCAA (the "**Pre-Filing Report**").

VI. NEED FOR CCAA RELIEF

81. I am advised by Raj Sahni, a partner at Bennett Jones LLP, the lawyers for RCCL, and do verily believe, that, for the purposes of the CCAA, a company is insolvent if, among other things:

- (a) the aggregate of its property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would be sufficient to enable payment of all its obligations, due and accruing due; or
- (b) it is, for any reason, unable to meet its obligations as they generally become due.

82. In light of the present circumstances:

- (a) RCCL is insolvent because it appears that the realizable value of its assets is not sufficient to satisfy its existing liabilities and its contingent liabilities; and
- (b) with the cessation of ongoing financial support by QEP, RCCL is not cash flow

positive and is accordingly unable to meet its obligations as they become due.

83. Based on RCCL's Balance Sheet, as at April 30, 2020, RCCL had assets with a net book value of approximately \$30.1 million, and liabilities with a net book value of approximately \$40.5 million. Accordingly, the assets of RCCL are insufficient to satisfy its potential liabilities.

84. Further, the realizable value of certain categories of RCCL's assets may be lower than the book values reported in RCCL's financial statements. Given the TPS Business Segment's performance, it is reasonable to expect that the realizable value of the assets of RCCL at a fairly conducted sale would be less than the above-noted book value.

85. In addition, with the cessation of ongoing support from QEP, RCCL is unable to meet its obligations as they generally become due, including its employee obligations, trade debt, rent payments and other contractual commitments.

86. Despite RCCL's efforts to manage the unprecedented economic circumstances and significant financial challenges facing RCCL in general and the TPS Business more particularly, it became apparent that urgent relief was needed to manage supplier, customer and employee relationships and otherwise stabilize RCCL's business. In particular, the CCAA Proceedings are needed by RCCL to:

- (a) use the time and stability afforded by the CCAA to continue to manage RCCL's operating business in accordance with the proposed Initial Order;
- (b) facilitate an orderly reduction in RCCL's financial obligations; and
- (c) reduce RCCL's overextended Canadian footprint;

in each case with a view to maximizing value for RCCL's creditors and eventually having RCCL emerge from creditor protection.

VII. RELIEF SOUGHT

A. Reduced Restructuring Provisions in the Proposed Initial Order

87. I am advised by Mr. Sahni that, in line with the current practice after the amendments to the CCAA came into force on November 1, 2019, RCCL is seeking a form of Initial Order which contains certain limited relief that is reasonably necessary for the first ten (10) days until the Comeback Hearing, and does not contain the more fulsome restructuring provisions found in the Model Order. As previously noted, it is anticipated that RCCL will seek an expansion of the Initial Order to include the more fulsome restructuring provisions found in the Model Order at the Comeback Hearing.

B. Stay of Proceedings

88. In the present circumstances, RCCL is currently unable to satisfy all of its liabilities as they become due and is therefore insolvent. RCCL requires the Stay of Proceedings to maintain the status quo in order to preserve the value of RCCL's business, its undertakings and assets, and to ensure that no creditor of RCCL obtains preferred treatment relative to other creditors. It would be detrimental to RCCL's business if proceedings were commenced or continued or rights and remedies were executed against RCCL. Without the benefit of the protection afforded under the CCAA, there could be an immediate and significant erosion of value to the detriment of stakeholders.

89. With the benefit of the breathing room afforded by the Stay of Proceedings, RCCL will be

able to continue to operate as a going concern with minimal disruption to its current business operations. The Stay of Proceedings will thus serve to stabilize and preserve the value of RCCL's business for the benefit of RCCL's stakeholders, including its employees, suppliers, landlords and customers. The Stay of Proceedings will also:

- (a) provide a forum to explore a plan of compromise or arrangement under the CCAA that would maximize creditor and stakeholder recoveries; and
- (b) facilitate the potential exploration of sale or other strategic transaction(s) in addition to, or as an alternative to, a plan of arrangement or compromise under the CCAA.

90. Under the circumstances, the Stay of Proceedings is in the best interests of RCCL and its stakeholders.

C. Proposed Monitor

91. Richter has consented to act as the Monitor of the Applicant in the CCAA Proceedings. I understand that a copy of Richter's consent to act as Monitor will be attached to the Pre-Filing Report.

92. As previously noted, I understand that Richter will be filing the Pre-Filing Report with the Court in conjunction with the Applicant's request for relief under the CCAA.

93. I am advised by Paul van Eyk, a partner at Richter, that as the Proposed Monitor, Richter is supportive of the relief being sought by RCCL, including the quantum of the Charges discussed in greater detail below.

VIII. REQUESTED CHARGES

A. Administration Charge

94. In connection with its appointment, it is contemplated that the Proposed Monitor, along with the Proposed Monitor's counsel and RCCL's counsel, will be granted a Court-ordered charge on all of the present and future assets, property, and undertakings of RCCL, to secure payment of their fees and disbursements incurred in connection with services rendered both before and after the commencement of the CCAA Proceedings up to a maximum amount of \$500,000 (the "**Administration Charge**"). The Administration Charge is proposed to rank ahead of and have priority over all other charges and security interests.

95. The Applicant requires the expertise, knowledge, and continuing participation of the proposed beneficiaries of the Administration Charge during the CCAA Proceedings in order to complete a successful restructuring. All of the beneficiaries of the Administration Charge have contributed and will continue to contribute to the restructuring of RCCL. Each of the beneficiaries of the Administration Charge will have distinct roles and there is no duplication as between the roles.

96. RCCL has worked with the Proposed Monitor to estimate the quantum of the Administration Charge sought. In light of the foregoing, I believe that the Administration Charge is fair and reasonable in the circumstances. I understand that the Proposed Monitor is also of the view that the Administration Charge is fair and reasonable in the circumstances.

B. Directors' Charge

97. A successful restructuring of RCCL will only be possible with the continued participation of its directors and officers. RCCL's directors and officers have specialized expertise, significant

knowledge that cannot be easily replaced, and relationships with RCCL's stakeholders that make them essential to the viability of the Applicant's business and the preservation of its enterprise value.

98. I am advised by Mr. Sahni, and do verily believe that, in certain circumstances, directors and officers can be held liable for certain obligations of a company, including obligations of a company owing to employees and government entities, which may include unpaid accrued wages and unpaid accrued vacation pay, together with unremitted excise, sales, goods and services, and harmonized sales taxes.

99. It is my understanding that the Applicant maintains an insurance policy in respect of the potential liability of its directors and officers (the "**D&O Insurance Policy**"). Although the D&O Insurance Policy insures the directors and officers of RCCL for certain claims that may arise against them in their capacity as directors and/or officers of the Applicant, coverage is subject to several exclusions and limitations and there is a potential for insufficient coverage in respect of potential director and officer liabilities. The directors and officers of RCCL have expressed their desire for certainty with respect to potential personal liability if they continue in their current capacities in the proposed CCAA Proceedings.

100. RCCL requires the active and committed involvement of the directors and officers during the CCAA Proceedings. Given the potential liabilities and the uncertainty surrounding available indemnities and insurance, it is contemplated that RCCL's directors and officers would be granted a Court-ordered charge on the assets, property, and undertakings of the Applicant (the "**Directors' Charge**") up to a maximum of \$250,000. The Directors' Charge would act as security for indemnification obligations for the directors' and officers' potential liabilities as set out above.

The Directors' Charge will also allow RCCL to benefit from the efforts and knowledge of their directors and offices, and it will promote the stability of RCCL's business during the CCAA Proceedings.

101. RCCL believes that the Directors' Charge is fair and reasonable in the circumstances. I understand that the Proposed Monitor is supportive of the Directors' Charge and its quantum.

C. Priority of Charges

102. It is proposed that the priorities of the Administration Charge and Directors' Charge be as follows:

- (a) First – Administration Charge (up to the maximum amount of \$500,000); and
- (b) Second – Directors' Charge (up to the maximum amount of \$250,000).

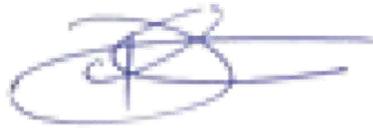
103. The proposed Initial Order provides for the Charges to rank in priority to all other security interests, trust, liens, charges, encumbrances, and claims of secured creditors, statutory or otherwise (collectively, the "**Encumbrances**") in favour of any person. I am advised by Mr. Sahni that this motion will be served on every party that is believed could have a secured claim in respect of RCCL, as well as upon representatives of the federal government and certain provincial tax authorities. Accordingly, RCCL believes that the Charges should have priority over all Encumbrances.

IX. CASH FLOW PROJECTIONS

104. RCCL, with the assistance of the Proposed Monitor, has conducted a cash flow analysis to

TAB "A"

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 26TH DAY OF JUNE, 2020**



DANISH AFROZ
**A Commissioner for Oaths in and for the Province of
Ontario**

Request ID: 024674033
 Transaction ID: 75763304
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2020/06/22
 Time Report Produced: 14:23:49
 Page: 1

CORPORATION DOCUMENT LIST

Ontario Corporation Number

711925

Corporation Name

ROBERTS COMPANY CANADA LIMITED

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
CIA	ANNUAL RETURN 2019 PAF: WILLIAMS-SINGH, RAVI	1C	2019/09/15	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2018 PAF: WILLIAMS-SINGH, RAVI	1C	2018/09/09	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2017 PAF: WILLIAMS-SINGH, RAVI	1C	2017/09/24	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2016 PAF: WILLIAMS-SINGH, RAVI	1C	2016/09/20	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: WILLIAMS-SINGH, RAVI	1	2016/05/18	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2015 PAF: WILLIAMS-SINGH, RAVI	1C	2015/09/19	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: WILLIAMS-SINGH, RAVI	1	2015/07/06	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2014 PAF: WILLIAMS-SINGH, RAVI	1C	2014/08/30	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2013 PAF: WILLIAMS-SINGH, RAVI	1C	2013/08/31	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2012 PAF: WILLIAMS-SINGH, RAVI	1C	2012/09/01	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2011 PAF: WILLIAMS-SINGH, RAVI	1C	2011/09/03	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2010 PAF: WILLIAMS-SINGH, RAVI	1C	2010/08/21	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: WILLIAMS-SINGH, RAVI	1	2009/11/19	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2009 PAF: WILLIAMS-SINGH, RAVI	1C	2009/09/26	
CIA	ANNUAL RETURN 2008 PAF: WILLIAMS-SINGH, RAVI	1C	2009/04/18	
CIA	ANNUAL RETURN 2008 PAF: WILLIAMS-SINGH, RAVI	1C	2009/03/28	(ELECTRONIC FILING)

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Province of Ontario
 Ministry of Government Services

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CORPORATION DOCUMENT LIST

Ontario Corporation Number

711925

Corporation Name

ROBERTS COMPANY CANADA LIMITED

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)	
CIA	ANNUAL RETURN 2008 PAF: WILLIAMS-SINGH, RAVI	1C	2008/09/20	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2007 PAF: WILLIAMS-SINGH, RAVI	1C	2007/09/12	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: HENRY, DEANNE	1	2006/10/11	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: HENRY, DEANNE	1	2006/02/07	(ELECTRONIC FILING)
CIA	ANNUAL RETURN 2005 PAF: WILLIAMS-SINGH, RAVI	1C	2005/09/25	(ELECTRONIC FILING)
CIA	ANNUAL RETURN PAF: WILLIAMS-SINGH, RAVI	1C	2004/09/11	(ELECTRONIC FILING)
CIA	ANNUAL RETURN PAF: WILLIAMS-SINGH, RAVI	1C	2003/09/21	(ELECTRONIC FILING)
CIA	CHANGE NOTICE PAF: IANNARELLI, LISA	1	2002/12/10	
CIA	ANNUAL RETURN PAF: WILLIAMS-SINGH, RAVI	1C	2002/11/03	
CIA	ANNUAL RETURN PAF: WILLIAMS-SINGH, RAVI	1C	2001/09/17	(ELECTRONIC FILING)
BCA	SPECIAL RESOLUTION	RES	1998/01/09	
CIA	ANNUAL RETURN PAF: BARWELL, KEN	1	1995/07/18	
CIA	CHANGE NOTICE PAF: CROSGREY, HOLLY	1	1995/02/21	
CIA	CHANGE NOTICE PAF: MORPHETT, SUSAN	1	1995/01/27	
CIA	SPECIAL NOTICE 2 PAF: SEETO, KENNETH	1	1994/06/09	
CIA	CHANGE NOTICE PAF: MORPHETT, SUSAN	1	1993/07/14	

Request ID: 024674033
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Province of Ontario
Ministry of Government Services

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CORPORATION DOCUMENT LIST

Ontario Corporation Number

711925

Corporation Name

ROBERTS COMPANY CANADA LIMITED

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CIA	SPECIAL NOTICE PAF: KENNETH G.HOWLING,	1	1993/04/02
CPCV	CORPORATE CONVERSION-ADD	ADD	1992/06/27

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

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

Request ID: 024674031
 Transaction ID: 75763299
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2020/06/22
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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
711925	ROBERTS COMPANY CANADA LIMITED	1987/04/08
		Jurisdiction
		ONTARIO
		Former Jurisdiction
		NOT APPLICABLE
Corporation Type	Corporation Status	
ONTARIO BUSINESS CORP.	ACTIVE	
Registered Office Address		Date Amalgamated
34 HANSEN RD S		NOT APPLICABLE
		Amalgamation Ind.
		A
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
34 HANSEN RD S		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
		UNKNOWN UNKNOWN
Activity Classification		
NOT AVAILABLE		

Request ID: 024674031
Transaction ID: 75763299
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

711925

Corporation Name

ROBERTS COMPANY CANADA LIMITED

Corporate Name History

ROBERTS COMPANY CANADA LIMITED

Effective Date

1987/04/08

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Amalgamating Corporations**Corporation Name**

ROBERTS COMPANY CANADA LIMITED

709535 ONTARIO LIMITED

Corporate Number

83044

709535

Request ID: 024674031
Transaction ID: 75763299
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/06/22
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CORPORATION PROFILE REPORT

Ontario Corp Number

711925

Corporation Name

ROBERTS COMPANY CANADA LIMITED

Administrator:**Name (Individual / Corporation)**SUSAN
GOULD**Address**1001 BROKEN SOUND PARKWAY NW

Suite # A
BOCA RATON
FLORIDA
UNITED STATES OF AMERICA 33487**Date Began**

1997/10/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-PRESIDENT

Resident Canadian**Administrator:****Name (Individual / Corporation)**SUSAN
GOULD**Address**1001 BROKEN SOUND PARKWAY NW

Suite # A
BOCA RATON
FLORIDA
UNITED STATES OF AMERICA 33487**Date Began**

1997/10/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Request ID: 024674031
Transaction ID: 75763299
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

711925

Corporation Name

ROBERTS COMPANY CANADA LIMITED

Administrator:**Name (Individual / Corporation)**

LEWIS

GOULD

Address

1001 BROKEN SOUND PARKWAY NW

Suite # A
BOCA RATON
FLORIDA
UNITED STATES OF AMERICA 33487

Date Began

1997/10/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

CHAIRMAN

Resident Canadian**Administrator:****Name (Individual / Corporation)**

LEWIS

GOULD

Address

1001 BROKEN SOUND PARKWAY NW

Suite # A
BOCA RATON
FLORIDA
UNITED STATES OF AMERICA 33487

Date Began

1997/10/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Request ID: 024674031
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 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

711925

Corporation Name

ROBERTS COMPANY CANADA LIMITED

Administrator:

Name (Individual / Corporation)

LEONARD
 GOULD

Address

1001 BROKEN SOUND PARKWAY NW
 Suite # SUITE A
 BOCA RATON
 FLORIDA
 UNITED STATES OF AMERICA 33487

Date Began

2009/05/27

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-PRESIDENT

Resident Canadian

Administrator:

Name (Individual / Corporation)

LEONARD
 GOULD

Address

1001 BROKEN SOUND PARKWAY NW
 Suite # SUITE A
 BOCA RATON
 FLORIDA
 UNITED STATES OF AMERICA 33487

Date Began

2009/10/22

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

N

Request ID: 024674031
Transaction ID: 75763299
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/06/22
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CORPORATION PROFILE REPORT

Ontario Corp Number

711925

Corporation Name

ROBERTS COMPANY CANADA LIMITED

Administrator:**Name (Individual / Corporation)**

RAVI
WILLIAMS-SINGH

Address

183 TRUDEAU DRIVE

WOODBIDGE
ONTARIO
CANADA L4H 0E2

Date Began

2006/10/03

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type**Resident Canadian**

Y

Request ID: 024674031
Transaction ID: 75763299
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

711925

Corporation Name

ROBERTS COMPANY CANADA LIMITED

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2019	1C	2019/09/15 (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.

TAB "B"

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 26TH DAY OF JUNE, 2020**



DANISH AFROZ
A Commissioner for Oaths in and for the Province of
Ontario

Roberts Company Canada Limited
Key Balance Sheet Indicators
At February 29, 2020 (CAD Currency 000's)

	Large Customer Segment	TPS Business Segment	RCCL Consolidated
Cash	353	-	353
Trade and Other Receivables	2,930	5,470	8,400
Inventory	2,627	12,778	15,405
Other Current Assets	139	694	833
	6,049	18,942	24,991
Net Fixed Assets	184	424	608
Goodwill	1,040	-	1,040
Other Intangibles	-	22	22
Other Non-Current Assest	1,377	2,985	4,362
Total Assets	8,650	22,373	31,023
Bank of America Debt	-	23,517	23,517
Trade Payables	889	4,544	5,433
Other Accruals	779	4,354	5,133
Inter-company Liability	2,572	440	3,012
Long Term Liabilities	1,176	1,966	3,142
Total Liabilities	5,416	34,821	40,237
Shareholders Equity	3,234	(12,448)	(9,214)
Total Liabilities & Shareholders Equity	8,650	22,373	31,023
	-	-	-

TAB "C"

**THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 26TH DAY OF JUNE, 2020**



DANISH AFROZ
A Commissioner for Oaths in and for the Province of
Ontario

Roberts Company Canada Limited
Key Balance Sheet Indicators
At April 30, 2020 (CAD Currency 000's)

	Large Customer Segment	TPS Business Segment	RCCL Consolidated
Cash	571	135	706
Trade and Other Receivables	2,461	4,812	7,273
Inventory	2,995	12,707	15,702
Other Current Assets	77	620	697
	6,104	18,274	24,378
Net Fixed Assets	182	420	602
Goodwill	1,040	-	1,040
Other Intangibles	-	-	-
Other Non-Current Assest	1,338	2,792	4,130
Total Assets	8,664	21,486	30,150
Bank of America Debt	-	23,053	23,053
Trade Payables	1,140	5,784	6,924
Other Accruals	803	4,541	5,344
Inter-company Liability	2,267	(21)	2,246
Long Term Liabilities	1,134	1,788	2,922
Total Liabilities	5,344	35,145	40,489
Shareholders Equity	3,320	(13,659)	(10,339)
Total Liabilities & Shareholders Equity	8,664	21,486	30,150
	-	-	-

TAB "D"

**THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 26TH DAY OF JUNE, 2020**



DANISH AFROZ
A Commissioner for Oaths in and for the Province of
Ontario

Roberts Company Canada Limited
Key Income Statement Indicators
At February 29, 2020 (CAD Currency 000's)

	Large Customer Segment		TPS Business Segment		RCCL Consolidated	
	Amount	% of Sales	Amount	% of Sales	Amount	% of Sales
Net Sales	22,055	100%	39,250	100%	61,305	100%
Cost of Goods Sold	17,104	78%	29,271	75%	46,375	76%
Gross Profit	4,951	22%	9,979	25%	14,930	24%
Shipping Cost	2,000	9%	7,293	19%	9,293	15%
Administrative Cost	708	3%	4,418	11%	5,126	8%
Selling & Marketing Cost	1,612	7%	5,433	14%	7,045	11%
Foreign Exchange	11	0%	312	1%	323	1%
Other Income	-	0%	(147)	0%	(147)	0%
Total Operating Expenses	4,331	20%	17,309	44%	21,640	35%
Operating Income	620	3%	(7,330)	-19%	(6,710)	-11%
Inter-company Cost	596	3%	-	0%	596	1%
Interest Expense	3	0%	1,171	3%	1,174	2%
Pre-Tax Net Income	21	0%	(8,501)	-22%	(8,480)	-14%
Operating Income	620	3%	(7,330)	-19%	(6,710)	-11%
Depreciation & Amortization	24	0%	331	1%	355	1%
EBITDA	644	3%	(6,999)	-18%	(6,355)	-10%

TAB "E"

**THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 26TH DAY OF JUNE, 2020**



DANISH AFROZ
A Commissioner for Oaths in and for the Province of
Ontario

Roberts Company Canada Limited
Key Income Statement Indicators
At April 30, 2020 (CAD Currency 000's)

	Large Customer Segment		TPS Business Segment		RCCL Consolidated	
	Amount	% of Sales	Amount	% of Sales	Amount	% of Sales
Net Sales	3,166	100%	5,092	100%	8,258	100%
Cost of Goods Sold	2,384	75%	4,117	81%	6,501	79%
Gross Profit	782	25%	975	19%	1,757	21%
Shipping Cost	108	3%	927	18%	1,035	13%
Administrative Cost	72	2%	395	8%	467	6%
Selling & Marketing Cost	373	12%	481	9%	854	10%
Foreign Exchange	63	2%	235	5%	298	4%
Other Income	-	0%	1	0%	1	0%
Total Operating Expenses	616	19%	2,039	40%	2,655	32%
Operating Income	166	5%	(1,064)	-21%	(898)	-11%
Inter-company Cost	80	3%	-	0%	80	1%
Interest Expense	-	0%	147	3%	147	2%
Pre-Tax Net Income	86	3%	(1,211)	-24%	(1,125)	-14%
Operating Income	166	5%	(1,064)	-21%	(898)	-11%
Depreciation & Amortization	4	0%	57	1%	61	1%
EBITDA	170	5%	(1,007)	-20%	(837)	-10%

TAB "F"

**THIS IS EXHIBIT "F" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 26TH DAY OF JUNE, 2020**



DANISH AFROZ

**A Commissioner for Oaths in and for the Province of
Ontario**

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

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

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

RESPONSE CONTAINS: APPROXIMATELY 4 FAMILIES and 24 PAGES.

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.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 4 ENQUIRY PAGE : 1 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

00 FILE NUMBER : 073101969 EXPIRY DATE : 17OCT 2025 STATUS :
 01 CAUTION FILING : PAGE : OF MV SCHEDULE ATTACHED :
 REG NUM : 19971017 1424 0043 4914 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ROBERTS COMPANY CANADA LIMITED
 OCN :
 04 ADDRESS : 2070 STEELES AVENUE
 CITY : BRAMALEA PROV: ON POSTAL CODE: L6T 1A7
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 FLEET NATIONAL BANK
 09 ADDRESS : ONE LANDMARK SQUARE
 CITY : STAMFORD PROV: CT POSTAL CODE: 06901
 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

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: MCCARTHY TETRAULT (ALAN PETERS)

17 ADDRESS : STE. 4700, T-D BANK TWR, T-D CENTRE

CITY : TORONTO PROV: ON POSTAL CODE: M5K 1E6

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

3C FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 1 OF 4 ENQUIRY PAGE : 2 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED
FILE NUMBER 073101969

01 REGISTRATION NUMBER : 20020822 1615 1862 5529

31 REF FILE NUM: 073101969 CHANGE CODE: B RENEWAL RENEWAL YEARS: 4

32 REF IND NAME:

33 REF BUS NAME: ROBERTS COMPANY CANADA LIMITED

OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :

08/16 NAME

MCCARTHY TETRAULT LLP (R. CHOUINARD)

09/17 ADDRESS : STE. 4700, TD BANK TOWER, TD CENTRE

CITY : TORONTO PROV : ONT POSTAL CODE : M5K 1E6

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 4 ENQUIRY PAGE : 3 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 073101969

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 001 MV SCHED: 20020822 1615 1862 5530
 21 REFERENCE FILE NUMBER : 073101969
 22 AMEND PAGE: NO PAGE: X CHANGE: D ASSGNMT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

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:

FLEET NATIONAL BANK

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

FLEET CAPITAL CORPORATION

09 ADDRESS : 200 GLASTONBURY BLVD.

CITY : GLASTONBURY PROV : CT POSTAL CODE : 06033

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

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16 NAME : MCCARTHY TETRAULT LLP (R. CHOUINARD)

17 ADDRESS : STE. 4700, TD BANK TOWER, TD CENTRE

CITY : TORONTO PROV : ONT POSTAL CODE : M5K 1E6

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

3C FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 1 OF 4 ENQUIRY PAGE : 4 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED
FILE NUMBER 073101969

01 REGISTRATION NUMBER : 20030728 1712 8028 3856

31 REF FILE NUM: 073101969 CHANGE CODE: B RENEWAL RENEWAL YEARS: 4

32 REF IND NAME:

33 REF BUS NAME: ROBERTS COMPANY CANADA LIMITED

OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :

08/16 NAME

BORDEN LADNER GERVAIS LLP (HSS)

09/17 ADDRESS : 40 KING STREET WEST, SUITE 4400

CITY : TORONTO PROV : ONT POSTAL CODE : M5H 3Y4

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 4 ENQUIRY PAGE : 5 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 073101969

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20070201 1658 2095 0442

21 REFERENCE FILE NUMBER : 073101969

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

25 OTHER CHANGE:

26 REASON: CHANGING NAME AND ADDRESS OF SECURED PARTY FULL NAME IS BANK OF

27 /DESCR: AMERICA, N.A. AS AGENT FOR ITSELF AND HSBC BANK USA, NATIONAL

28 : ASSOCIATION

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 :

BANK OF AMERICA, N.A. AS AGENT FOR ITSELF AND HSBC BANK USA, NATIONAL A

09 ADDRESS : 200 GLASTONBURY BOULEVARD

CITY : GLASTONBURY PROV : CT POSTAL CODE : 06033

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

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16 NAME : ACCU-SEARCH INC.

17 ADDRESS : 320, 10205-101 STREET

CITY : EDMONTON PROV : AB POSTAL CODE : T5J 4H5

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 4 ENQUIRY PAGE : 6 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 073101969

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20070403 1451 2095 0449

21 REFERENCE FILE NUMBER : 073101969

22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 5 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

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 : ACCU-SEARCH INC.

17 ADDRESS : 320, 10205-101 STREET

CITY : EDMONTON PROV : AB POSTAL CODE : T5J 4H5

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 4 ENQUIRY PAGE : 7 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 073101969

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20120817 1604 5061 5943

21 REFERENCE FILE NUMBER : 073101969

22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

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

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16 NAME : IDEALOGIC PDS INC.

17 ADDRESS : 408-105 VICTORIA STREET

CITY : TORONTO PROV : ON POSTAL CODE : M5C 3B4

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 4 ENQUIRY PAGE : 8 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 073101969

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20200428 1330 1901 5483

21 REFERENCE FILE NUMBER : 073101969

22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

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 : ESC CORPORATE SERVICES LTD.

17 ADDRESS : 201-1325 POLSON DRIVE

CITY : VERNON PROV : BC POSTAL CODE : V1T 8H2

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 4 ENQUIRY PAGE : 9 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

00 FILE NUMBER : 650583792 EXPIRY DATE : 17DEC 2025 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20081217 1007 1862 5947 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: ROBERTS COMPANY CANADA LIMITED
 OCN :
 04 ADDRESS : 2070 STEELES AVENUE
 CITY : BRAMALEA PROV: ON POSTAL CODE: L6T 1A7
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 BANK OF AMERICA, N.A., AS AGENT
 09 ADDRESS : 200 GLASTONBURY BLVD
 CITY : GLASTONBURY, CT PROV: USA POSTAL CODE: 06033
 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

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: OGILVY RENAULT LLP (AC/PA)

17 ADDRESS : 200 BAY STREET, SUITE 3800

CITY : TORONTO PROV: ON POSTAL CODE: M5J 2Z4

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

3C FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 2 OF 4 ENQUIRY PAGE : 10 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED
FILE NUMBER 650583792

01 REGISTRATION NUMBER : 20100716 0921 1862 7330

31 REF FILE NUM: 650583792 CHANGE CODE: B RENEWAL RENEWAL YEARS: 5

32 REF IND NAME:

33 REF BUS NAME: ROBERTS COMPANY CANADA LIMITED

OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :

08/16 NAME

(TO BE PICKED UP) SOLUTIONS CORPORATE LAW CLERK SERVICES INC.

09/17 ADDRESS : 67 YONGE STREET, SUITE 701

CITY : TORONTO PROV : ON POSTAL CODE : M5E 1J8

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 4 ENQUIRY PAGE : 11 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 650583792

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20131112 0929 5061 6102
 21 REFERENCE FILE NUMBER : 650583792
 22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

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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15

16 NAME : IDEALOGIC PDS INC.

17 ADDRESS : 408-105 VICTORIA STREET

CITY : TORONTO PROV : ON POSTAL CODE : M5C 3B4

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 4 ENQUIRY PAGE : 12 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 650583792

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20180928 1144 9234 4301

21 REFERENCE FILE NUMBER : 650583792

22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

25 OTHER CHANGE:

26 REASON: TO AMEND THE ADDRESS OF THE DEBTOR

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: ROBERTS COMPANY CANADA LIMITED

OCN:

04/07 ADDRESS: 2070 STEELES AVENUE

CITY: BRAMPTON PROV: ON POSTAL CODE: L6T 1A7

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 : BENNETT JONES LLP

17 ADDRESS : 3400-1 FIRST CANADIAN PLACE

CITY : TORONTO PROV : ON POSTAL CODE : M5X 1A4

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 4 ENQUIRY PAGE : 13 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 650583792

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20180928 1453 1590 9841
 21 REFERENCE FILE NUMBER : 650583792
 22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 2 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

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

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16 NAME : BENNETT JONES LLP-SG-CM

17 ADDRESS : 3400-1 FIRST CANADIAN PLACE

CITY : TORONTO PROV : ON POSTAL CODE : M5X 1A4

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 4 ENQUIRY PAGE : 14 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

00 FILE NUMBER : 713491911 EXPIRY DATE : 21JAN 2024 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20160121 1717 1462 5363 REG TYP: P PPSA REG PERIOD: 8
 02 IND DOB : IND NAME:
 03 BUS NAME: KRAUS CANADA LP, BY ITS GENERAL PARTNER KRAUS CANADA LTD.
 OCN :
 04 ADDRESS : 375 PENDANT DRIVE
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5T2W9
 05 IND DOB : IND NAME:
 06 BUS NAME: KRAUS CANADA LP
 OCN :
 07 ADDRESS : 375 PENDANT DRIVE
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5T2W9

08 SECURED PARTY/LIEN CLAIMANT :
 LIFTCAPITAL CORPORATION
 09 ADDRESS : 300 THE EAST MALL SUITE 401
 CITY : TORONTO PROV: ON POSTAL CODE: M9B6B7
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS,
 14 ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER
 15 EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN
 16 AGENT: PPSA CANADA INC. - (8154)
 17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
 CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 4 ENQUIRY PAGE : 15 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

00 FILE NUMBER : 713491911 EXPIRY DATE : 21JAN 2024 STATUS :
 01 CAUTION FILING : PAGE : 02 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20160121 1717 1462 5363 REG TYP: P PPSA REG PERIOD: 8
 02 IND DOB : IND NAME:
 03 BUS NAME: KRAUS CANADA LTD.
 OCN :
 04 ADDRESS : 375 PENDANT DRIVE
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5T2W9
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13 WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT
 14 LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,
 15 CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY
 16 AGENT: PPSA CANADA INC. - (8154)
 17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
 CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 4 ENQUIRY PAGE : 16 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

00 FILE NUMBER : 713491911 EXPIRY DATE : 21JAN 2024 STATUS :
 01 CAUTION FILING : PAGE : 03 OF 003 MV SCHEDULE ATTACHED :
 REG NUM : 20160121 1717 1462 5363 REG TYP: P PPSA REG PERIOD: 8
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 SECURITY ACT)
 14
 15
 16 AGENT: PPSA CANADA INC. - (8154)
 17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
 CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 4 ENQUIRY PAGE : 17 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 713491911

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 01 OF 001 MV SCHED: 20190327 1704 1462 9409

21 REFERENCE FILE NUMBER : 713491911

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: KRAUS CANADA LP, BY ITS GENERAL PARTNER KRAUS
 CANADA LTD.

25 OTHER CHANGE:

26 REASON: OWNERSHIP CHANGE

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: ROBERTS COMPANY CANADA LIMITED

OCN:

04/07 ADDRESS: 375 PENDANT DRIVE

CITY: MISSISSAUGA PROV: ON POSTAL CODE: L5T2W9

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 : TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.

17 ADDRESS : 630 - 401 THE WEST MALL

CITY : TORONTO PROV : ON POSTAL CODE : M9C5J5

END OF FAMILY

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 18 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

00 FILE NUMBER : 896821344 EXPIRY DATE : 28JUL 2025 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20030728 1712 8028 3852 REG TYP: P PPSA REG PERIOD: 7
 02 IND DOB : IND NAME:
 03 BUS NAME: ROBERTS COMPANY CANADA LIMITED
 OCN :
 04 ADDRESS : 2070 STEELES AVENUE
 CITY : BRAMALEA PROV: ONT POSTAL CODE: L6T 1A7
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 FLEET CAPITAL CORPORATION, AS AGENT
 09 ADDRESS : 200 GLASTONBURY BOULEVARD
 CITY : GLASTONBURY PROV: CT POSTAL CODE: 06033
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: BORDEN LADNER GERVAIS LLP (HSS)

17 ADDRESS : 40 KING STREET WEST, SUITE 4400

CITY : TORONTO PROV: ONT POSTAL CODE: M5H 3Y4

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 4 ENQUIRY PAGE : 19 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 896821344

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20070201 1718 2095 0443
 21 REFERENCE FILE NUMBER : 896821344
 22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

25 OTHER CHANGE:

26 REASON: CHANGING NAME AND ADDRESS OF SECURED PARTY. FULL NAME OF SECURED
 27 /DESCR: PARTY IS BANK OF AMERICA, N.A. AS AGENT FOR ITSELF AND HSBC BANK
 28 : USA, NATIONAL ASSOCIATION

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 :

BANK OF AMERICA, N.A. AS AGENT FOR ITSELF AND HSBC BANK USA, NATIONAL A

09 ADDRESS : 200 GLASTONBURY BOULEVARD

CITY : GLASTONBURY PROV : CT POSTAL CODE : 06033

CONS.	MV	DATE OF	NO FIXED					
GOODS	INVTRY	EQUIP	ACCTS	OTHER	INCL	AMOUNT	MATURITY OR	MAT DATE

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16 NAME : ACCU-SEARCH INC.

17 ADDRESS : 320, 10205-101 STREET

CITY : EDMONTON PROV : AB POSTAL CODE : T5J 4H5

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

3C FINANCING / CHANGE STATEMENT (AND VERIFICATION STATEMENT)

FAMILY : 4 OF 4 ENQUIRY PAGE : 20 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED
FILE NUMBER 896821344

01 REGISTRATION NUMBER : 20100716 0951 1862 7334

31 REF FILE NUM: 896821344 CHANGE CODE: B RENEWAL RENEWAL YEARS: 5

32 REF IND NAME:

33 REF BUS NAME: ROBERTS COMPANY CANADA LIMITED

OCN :

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT :

08/16 NAME

(TO BE PICKED UP) SOLUTIONS CORPORATE LAW CLERK SERVICES INC.

09/17 ADDRESS : 67 YONGE STREET, SUITE 701

CITY : TORONTO PROV : ON POSTAL CODE : M5E 1J8

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 4 ENQUIRY PAGE : 21 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 896821344

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20150528 1032 5061 6251

21 REFERENCE FILE NUMBER : 896821344

22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

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 : IDEALOGIC PDS INC.

17 ADDRESS : 408-105 VICTORIA STREET

CITY : TORONTO PROV : ON POSTAL CODE : M5C 3B4

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 4 ENQUIRY PAGE : 22 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 896821344

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20200302 1551 1901 6002

21 REFERENCE FILE NUMBER : 896821344

22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

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 : ESC CORPORATE SERVICES LTD.

17 ADDRESS : 201-1325 POLSON DRIVE

CITY : VERNON PROV : BC POSTAL CODE : V1T 8H2

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 4 ENQUIRY PAGE : 23 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 896821344

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 2 MV SCHED: 20200302 1807 1901 6034

21 REFERENCE FILE NUMBER : 896821344

22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: ROBERTS COMPANY CANADA LIMITED

25 OTHER CHANGE:

26 REASON: REMOVE SECURED PARTY BANK OF AMERICA, N.A., AS AGENT FOR ITSELF AND

27 /DESCR: HSBC BANK USA, NATIONAL ASSOCIATION (200 GLASTONBURY BOULEVARD) ADD

28 : SECURED PARTY BANK OF AMERICA, N.A., AS AGENT (300 GALLERIA PARKWAY

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

BANK OF AMERICA, N.A., AS AGENT FOR ITSELF AND HSBC BANK USA, NATIONAL

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

BANK OF AMERICA, N.A., AS AGENT

09 ADDRESS : 300 GALLERIA PARKWAY SUITE 800

CITY : ATLANTA PROV : GA POSTAL CODE : 30339

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : ESC CORPORATE SERVICES LTD.

17 ADDRESS : 201-1325 POLSON DRIVE

CITY : VERNON PROV : BC POSTAL CODE : V1T 8H2

CONTINUED

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

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Roberts Company Canada Limited

FILE CURRENCY: June 21, 2020

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 4 ENQUIRY PAGE : 24 OF 24

SEARCH : BD : ROBERTS COMPANY CANADA LIMITED

FILE NUMBER 896821344

PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 002 OF 2 MV SCHED: 20200302 1807 1901 6034

21 REFERENCE FILE NUMBER : 896821344

22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON: SUITE 800)

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 :

17 ADDRESS :

CITY : PROV : POSTAL CODE :

LAST SCREEN

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

TAB "G"

**THIS IS EXHIBIT "G" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 26TH DAY OF JUNE, 2020**



DANISH AFROZ
A Commissioner for Oaths in and for the Province of
Ontario

Search ID #: Z12777602

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 02963021-105408

Search ID #: Z12777602

Date of Search: 2020-Jun-22

Time of Search: 12:10:07

Business Debtor Search For:

Roberts Company Canada Limited

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z12777602

Business Debtor Search For:

Roberts Company Canada Limited

Search ID #: Z12777602

Date of Search: 2020-Jun-22

Time of Search: 12:10:07

Registration Number: 13061704870

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Jun-17

Registration Status: Current

Expiry Date: 2028-Jun-17 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 ROBERTS CONDUCTOR CABLE LTD.
RR 1
CARVEL, AB T0E 0H0

Current

Secured Party / Parties

Block

Status

1 1501404 ALBERTA LTD.
RR 1
CARVEL, AB T0E 0H0

Current

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property

Current

2 Proceeds: All present and after-acquired personal property

Current

Search ID #: Z12777602

Business Debtor Search For:

Roberts Company Canada Limited

Search ID #: Z12777602

Date of Search: 2020-Jun-22

Time of Search: 12:10:07

Registration Number: 13061704993

Registration Date: 2013-Jun-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2028-Jun-17 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)**Block****Status**

1 ROBERTS CONDUCTOR CABLE LTD.
RR 1
CARVEL, AB T0E 0H0

Current

Secured Party / Parties**Block****Status**

1 293193 ALBERTA LTD..
RR 1
CARVEL, AB T0E 0H0

Current

Collateral: General**Block****Description****Status**

1 All present and after-acquired personal property

Current

2 Proceeds: All present and after-acquired personal property

Current

Search ID #: Z12777602

Business Debtor Search For:

Roberts Company Canada Limited

Search ID #: Z12777602

Date of Search: 2020-Jun-22

Time of Search: 12:10:07

Registration Number: 14091528926

Registration Date: 2014-Sep-15

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Sep-15 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)**Block****Status**

1 ROBERTS CONDUCTOR CABLE LTD.
R.R. # 1
CARVEL, AB T0E 0H0

Current

Secured Party / Parties**Block****Status**

1 1501404 ALBERTA LTD.
R.R. # 1
CARVEL, AB T0E 0H0

Current

Collateral: General**Block****Description****Status**

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Current

Search ID #: Z12777602

Business Debtor Search For:

Roberts Company Canada Limited

Search ID #: Z12777602

Date of Search: 2020-Jun-22

Time of Search: 12:10:07

Registration Number: 14091529227

Registration Date: 2014-Sep-15

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Sep-15 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)**Block****Status**

1 ROBERTS CONDUCTOR CABLE LTD.
R.R. # 1
CARVEL, AB T0E 0H0

Current

Secured Party / Parties**Block****Status**

1 293193 ALBERTA LTD.
BOX 17, SITE 9, R.R. # 1
CARVEL, AB T0E 0H0

Current

Collateral: General**Block****Description****Status**

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Current

Search ID #: Z12777602

Business Debtor Search For:

Roberts Company Canada Limited

Search ID #: Z12777602

Date of Search: 2020-Jun-22

Time of Search: 12:10:07

Registration Number: 18092815152

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Sep-28

Registration Status: Current

Expiry Date: 2025-Sep-28 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 ROBERTS COMPANY CANADA LIMITED
2070 STEELES AVENUE
BRAMPTON, ON L6T 1A7

Current

Secured Party / Parties

Block

Status

1 BANK OF AMERICA, N.A., AS AGENT
200 GLASTONBURY BLVD
GLASTONBURY, CT 06033

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z12777602

Business Debtor Search For:

Roberts Company Canada Limited

Search ID #: Z12777602

Date of Search: 2020-Jun-22

Time of Search: 12:10:07

Registration Number: 18092816589

Registration Date: 2018-Sep-28

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

Current

1 ROBERTS COMPANY CANADA LIMITED
 2070 STEELES AVENUE
 BRAMPTON, ON L6T 1A7

Secured Party / Parties**Block****Status**

Current

1 BANK OF AMERICA, N.A., AS AGENT
 200 GLASTONBURY BLVD
 GLASTONBURY, CT06033

Result Complete

Sue Shaunessy
(odi1ssha)

Services

Account Services

Account
StatementsRegistration
ServicesFinancing
Statement

Change Statement

Discharge
Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration
Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Titles Online

Documents Online

Survey Plans
OnlinePlan Deposit
SubmissionAccount
InformationApplying for Online
Access

Business Debtor

Search
ResultsPrint
RequestsMailing
Information

Payment

Help

Search by Business Debtor

Date: 2020-06-22

Time: 1:11:21 PM

Transaction Number: 10255512630

Business Name: Roberts Company Canada Limited

1 exact match was found.**0 similar matches were found.**

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. ROBERTS COMPANY CANADA LIMITED	1

1. ROBERTS COMPANY CANADA LIMITED

1.1 ROBERTS COMPANY CANADA LIMITED: Registration 201817611201 (2018-09-28 11:12:00 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-09-28
Debtor Address	2070 STEELES AVENUE BRAMPTON, ON CA L6T 1A7
Secured Parties (party code, name, address)	BANK OF AMERICA, N.A., AS AGENT 200 GLASTONBURY BLVD GLASTONBURY, CT US 06033
General Collateral Description	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.

To start a new search, please select the "New Search" button:

New Search

Search
ResultsPrint
RequestsMailing
Information

Payment

[Printer Friendly Version](#)

Privacy

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	New Brunswick
Type of Search:	Debtors (Enterprise)
Search Criteria:	Roberts Company Canada Limited
Date and Time of Search (YYYY-MM-DD hh:mm):	2020-06-22 15:11 (Atlantic)
Transaction Number:	20056368
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
-------	----------	------------------------------------	-----------------	-------

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Newfoundland and Labrador
Type of Search:	Debtors (Enterprise)
Search Criteria:	Roberts Company Canada Limited
Date and Time of Search (YYYY-MM-DD hh:mm):	2020-06-22 15:11 (Atlantic)
Transaction Number:	20056372
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	Roberts Company Canada Limited
Date and Time of Search (YYYY-MM-DD hh:mm):	2020-06-22 15:12 (Atlantic)
Transaction Number:	20056385
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
-------	----------	------------------------------------	-----------------	-------

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

Date, heure, minute de certification : 2020-06-18 13:54

Date, heure, minute de consultation : 2020-06-22 14:20

Recherche effectuée par organisme - Nom : Roberts Company Canada Limited

Résultats exacts (0)

La recherche a été réalisée avec succès.

Il n'y a aucun droit (ex. : hypothèque mobilière, bail, contrat de mariage, désignation d'un liquidateur d'une succession) inscrit au registre sous le nom consulté.

Résultats similaires (10)

Nom organisme 7945833 CANADA INC ATT ROBERT DI TOMASSO	Code postal J7B1Z1
Nom organisme CANADA INC	Code postal J1X6Z6
Nom organisme CANADA INC	Code postal J4B4B8
Nom organisme ROBERT	Code postal J8B3K9
Nom organisme ROBERT B SOMERVILLE CO LTD	Code postal L7B1K5
Nom organisme ROBERT MCKINNON TRUST MD PRIVATE TRUST CO	Code postal H3B4W5
Nom organisme ROBERT MCKINNON TRUST MD PRIVATE TRUST CO	Code postal H3W4W5
Nom organisme ROBERTS & CIE LTEE	Code postal J2H2S8
Nom organisme ROBERTS & CIE LTEE	Code postal J2J2N4
Nom organisme ROBERTS & CO LTD	Code postal J2J2N4



**Saskatchewan
Personal Property Registry
Search Result**

Searching Party: OnCorp Direct Inc.
Search Date: 22-Jun-2020 12:15:17
Search Type: Standard

Search #: 203318541
Client Reference:
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name

Roberts Company Canada Limited

There are no registration(s) found in the Saskatchewan Personal Property Registry to match the search criteria entered.

End of Search Result

TAB "H"

**THIS IS EXHIBIT "H" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 26TH DAY OF JUNE, 2020**

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by a horizontal line and a vertical stroke.

DANISH AFROZ

**A Commissioner for Oaths in and for the Province of
Ontario**

File No. : CV-18-1771

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROBERTS COMPANY CANADA LIMITED

Plaintiff

- and -

DRAGONA CARPET SUPPLIES LTD.

Defendant



STATEMENT OF CLAIM

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO

YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$2,500.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: April 26 2018

Issued by: _____


Local Registrar

Address of Court House:
Superior Court of Justice
7755 Hurontario Street
Brampton, Ontario L6W 4T6

TO: DRAGONA CARPET SUPPLIES LTD.
85 Progress Avenue, Unit B
Scarborough, Ontario
M1P 2Y7

AND TO: DRAGONA CARPET SUPPLIES LTD.
2692 Sheffield Road
Ottawa, Ontario
K1B 3V9

THIS ACTION IS BROUGHT AGAINST YOU UNDER THE SIMPLIFIED PROCEDURE PROVIDED IN RULE 76 OF THE RULES OF CIVIL PROCEDURE.

1. The Plaintiff claims against all Defendants:
 - a. A liquidated debt in the amount of \$79,669.53 for amounts due and owing under invoices for goods sold and delivered by the Plaintiff;
 - b. Prejudgment and post-judgment interest thereon in accordance with the terms of the Invoices, at the rate of 2% per annum calculated monthly, from the invoice dates, or, in the alternative, in accordance with the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, sections 128 and 129;
 - c. Its costs of this action on a substantial indemnity basis plus Harmonized Sales Tax attributable to any award of costs; and
 - d. Such further and other relief as this Honourable Court deems just.

2. The Plaintiff, Roberts Company Canada Limited (“Roberts”) is a corporation organized and subsisting under the laws of the Province of Ontario and carries on the business of the manufacturing, marketing and distribution of a comprehensive range of specialty tools and flooring related products.

3. The Defendant, Dragona Carpet Supplies Ltd. (“Dragona”) is a corporation incorporated pursuant to the laws of the Province of Ontario and carries on business throughout the Province of Ontario. With respect to this claim, Dragona placed orders with Roberts from its locations in Ottawa and Scarborough respectively.

4. Between the dates of September 7, 2017 to November 17, 2017, Dragona ordered product from Roberts from its Ottawa location and received invoices with Roberts (the "Ottawa Invoices") for the purchase of Roberts's product. Copies of the Ottawa Invoices bearing numbers, 377863, 377864, 378679, 378680, 379571, 379578, 379579, 379723 and 380866 and the terms and conditions upon which Roberts relies in support of its claim are attached hereto at Schedule "A".
5. The Ottawa Invoices total the sum of \$36,319.72. Despite repeated demands for payment, the amount remains outstanding.
6. Similarly on or about October 5, 2017 and October 23, 2017 respectively, Roberts issued and delivered invoice numbers 379168 and 379808 (the "Scarborough Invoices") for goods sold and delivered. The Scarborough Invoices total the sum of \$43,349.81. Despite repeated demands for payment, this amount remains outstanding.
7. In the aggregate, the Defendant owes Roberts the sum of \$79,669.53 for amounts due and owing under the Invoices collectively.
8. The particulars of the amounts owing under the Invoices are as follows:

Date	Invoice No.	Amount
September 7, 2017	377863	\$9068.66
September 7, 2017	377864	\$291.27
September 27, 2017	378679	\$6240.04
September 27, 2017	378680	\$1055.59
October 5, 2017	379168	\$3,899.52
October 16, 2017	379571	\$29.44
October 16, 2017	379578	\$323.33
October 16, 2017	379579	\$19,758.03

October 19, 2017	379723	\$473.47
October 23, 2017	379808	\$39,450.29
November 17, 2017	380866	(\$920.11)
	Total	\$79,669.53

9. The Defendants have refused, failed or otherwise neglected to make any payment to Roberts on the amounts outstanding pursuant to the Invoices.

The Plaintiff proposes that this action be tried at Brampton.

DATED: April 26th 2018

RZCD LAW FIRM LLP
Barristers and Solicitors
77 City Centre Drive
Suite 700
Mississauga, Ontario L5B 1M5

Craig A. Lewis
LSUC#34349V

Tel: (905) 848-6100
Fax: (905) 896-1111
Solicitors for the Plaintiff

ROBERTS COMPANY CANADA LIMITED
Plaintiff

-and- DRAGONA CARPET SUPPLIES LTD.
Defendant

Court File No.: CV-18-1771

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BRAMPTON

STATEMENT OF CLAIM

RZCD LAW FIRM LLP
Barristers & Solicitors
Mississauga Corporate Centre
77 City Centre Drive
Suite 700
Mississauga ON L5B 1M5

Craig Lewis (LSUC# 34349V)
Tel: (905) 848-6100 ext. 264
Fax: (905) 896-1111

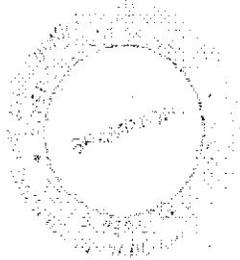
Lawyers for the Plaintiff

TAB "I"

**THIS IS EXHIBIT "I" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 26TH DAY OF JUNE, 2020**

A handwritten signature in blue ink, consisting of a stylized 'D' and 'A' followed by a horizontal line.

DANISH AFROZ
A Commissioner for Oaths in and for the Province of
Ontario



Court File No. CV-18-1771

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

ROBERTS COMPANY CANADA LIMITED

Plaintiff

- and -

**3942783 CANADA INC. o/a DRAGONA CARPET SUPPLIES and
DRAGONA CARPET SUPPLIES LTD.**

Defendants

AND BETWEEN:

**3942783 CANADA INC. o/a DRAGONA CARPET SUPPLIES and
DRAGONA CARPET SUPPLIES LTD.**

Plaintiffs by Counterclaim

- and -

**ROBERTS COMPANY CANADA LIMITED,
ROBERTS CONSOLIDATED INDUSTRIES INC. and Q.E.P. CO., INC.**

Defendants by Counterclaim

STATEMENT OF DEFENCE AND COUNTERCLAIM

TO THE DEFENDANTS TO THE COUNTERCLAIM:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Defence to Counterclaim in Form 27C prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff by counterclaim's lawyer or, where the plaintiff by counterclaim does not have a lawyer, serve in on the plaintiff by counterclaim. and file it. with proof of service, in this court office, **WITHIN TWENTY DAYS** after this Statement of Defence and Counterclaim is served on you, if you are served in Ontario.

- 2 -

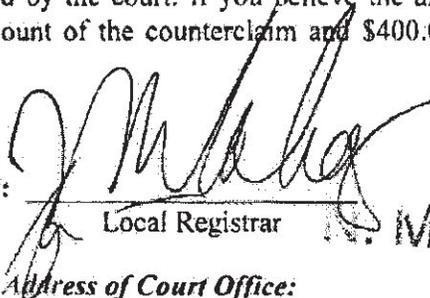
If you are not already a party to the main action and you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

If you are not already a party to the main action, instead of serving and filing a Defence to Counterclaim, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Defence to Counterclaim.

IF YOU FAIL TO DEFEND THIS COUNTERCLAIM, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE AMOUNT OF THE COUNTERCLAIM AGAINST YOU, and \$5,00 for costs, within the time for serving and filing your Defence to Counterclaim, you may move to have the counterclaim against you dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the amount of the counterclaim and \$400.00 for costs and have the costs assessed by the court.

Date: August 23 18

Issued by: 
Local Registrar **N. Maharaj**

Superior Court of Justice
7755 Hurontario St.
Brampton, Ontario
L6W 4T6

~~Address of Court Office:~~
393 University Avenue, 10th Floor
Toronto, ON M5G 1E6

To: **ROBERTS COMPANY CANADA LIMITED**
c/o RZCD LAW FIRM LLP
Barristers & Solicitors
Mississauga Corporate Centre
77 City Centre Drive, Suite 700
Mississauga, ON L5B 1M5

~~N. Maharaj~~

And To: **ROBERTS CONSOLIDATED INDUSTRIES INC.**
108 West 13th Street
Wilmington, Delaware, 19801

And To: **Q.E.P. CO., INC.**
1001 Broken Sound Pkwy
Stn A
Boca Raton, Florida, 33487

STATEMENT OF DEFENCE

1. The defendants, 3942783 Canada Inc. o/a Dragona Carpet Supplies and Dragona Carpet Supplies Ltd., admit none of the allegations contained in the Amended Statement of Claim.
2. 3942783 Canada Inc. o/a Dragona Carpet Supplies and Dragona Carpet Supplies Ltd. deny the allegations contained in paragraphs 1, 3, 4, 5, 6, 7, 8 and 9 of the Amended Statement of Claim.
3. 3942783 Canada Inc. o/a Dragona Carpet Supplies and Dragona Carpet Supplies Ltd. have no knowledge of the allegations contained in paragraph 2 of the Amended Statement of Claim.
4. 3942783 Canada Inc. o/a Dragona Carpet Supplies and Dragona Carpet Supplies Ltd. specifically deny that the plaintiff, Roberts Company Canada Limited (“**Roberts**”), is entitled to the relief sought in paragraph 1 of Amended Statement of Claim.

THE PARTIES AND THE PRODUCTS

5. The defendant and plaintiff by counterclaim, Dragona Carpet Supplies Ltd., carry on business selling carpet and other floor and wall coverings as well as associated products, cleaners, installation tools and accessories. Dragona Carpet Supplies Ltd. carries on business from a retail and wholesale store located in Scarborough, Ontario. The defendant and plaintiff by counterclaim, 3942783 Canada Inc., carries on business as Dragona Flooring Supplies from a retail and wholesale store located in Ottawa, Ontario (collectively “**Dragona**”).
6. The plaintiff and defendant by counterclaim, Roberts Company Canada Limited, is a corporation incorporated under the laws of Ontario. The defendants by counterclaim, Roberts Consolidated Industries Inc. and Q.E.P. Co., Inc., are corporations incorporated under the laws of Delaware (collectively “**Roberts**”). Each of the Roberts entities are related corporations. Roberts is a large multinational corporation and carries on business as an industry leader in the manufacturer and vendor of, among other things, proprietary flooring adhesives, sealers, underlayments and floor installation tools and accessories (the “**Products**”).

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7. The Products are unique and proprietary to Roberts and replacements for or alternatives to the Products from other manufactures cannot be easily sourced.
8. Dragona is a small business with two modest retail locations. As compared with Roberts, Dragona has limited bargaining power and resources.
9. Roberts sells the products to retail and wholesale distributors in Ontario such as Dragona. The Products are of critical importance to operating a comprehensive flooring retail and wholesale store such as Dragona. Dragona, and their competitors, offer a complete range of flooring products as well as products and accessories required to install the flooring products to provide a 'one stop shop' for flooring contractors and 'do-it-yourself' homeowners. Without the Products, Dragona would not be able to offer a complete line of flooring products and accessories, would lose its place in the flooring market and be at a competitive disadvantage to its competitors who sell flooring materials and also carry the Products.

THE DISTRIBUTION AGREEMENT

10. Dragona has sold the Products on behalf of Roberts (or their predecessors) since approximately 1993. At that time, Dragona agreed to distribute the Products on behalf of Roberts. In exchange, Roberts agreed that Dragona would receive a 13% discount on Roberts' list pricing. Further, Roberts from time-to-time provided additional discounts to Dragona with respect to certain of the Products to and in excess of the 13% general discount on all Products. Roberts also provided payment terms and extended trade credit to Dragona to assist Dragona in distributing the Products on behalf of Roberts (the "**Distribution Agreement**").
11. The terms of the Distribution Agreement, including the 13% discount, allowed Dragona to sell the Products to its clients and customers and earn a profit thereon. Absent the 13% discount and the payment terms provided by the Distribution Agreement, Dragona cannot sell the Products in an economical manner or at all. The 13% discount provided a profit and overhead margin for the Products and the payment terms and trade credit allowed Dragona to stock a wide variety of the Products to service their customers' needs.
12. The sale of the Products comprised a substantial portion of Dragona's revenues and profit from their operations. In addition, Dragona is required to sell the Products as part of Dragona's

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business as a complete source for flooring products and installation products, accessories and etc. Dragona's competitiveness in the retail and wholesale flooring industry requires selling the Products.

13. Dragona states that it was an express or implied term of the Distribution Agreement that Roberts would not terminate or substantially alter the terms of the Distribution Agreement without reasonable notice to Dragona. Specifically, it was an express or implied term of the Distribution Agreement that Roberts would maintain the 13% discount which was a crucial term of the Distribution Agreement and would not reduce or eliminate said discount without reasonable notice to Dragona.

14. Dragona states that under the circumstances, considering the duration of the Distribution Agreement, the importance of the Products to Dragona's business and the position of Roberts in the marketplace for the Products, the amount of reasonable notice required to terminate or substantially alter the terms of the Distribution Agreement was 24 months.

15. Dragona states that it was an express or implied term of the Distribution Agreement between Roberts and Dragona that Roberts would not act unreasonably, or in bad faith with respect to the performance, termination and/or alteration of the Distribution Agreement. Dragona further states that it was an express or implied term of the Distribution Agreement that Roberts would not prefer the interest of Dragona's competitors over those of Dragona's and would treat all retail or wholesale distributors of the Products equally and fairly.

BREACH OF DISTRIBUTION AGREEMENT

16. On or about September 29, 2017, Roberts, without any prior warning, gave notice to Dragona that it was substantially altering the terms of the Distribution Agreement by adjusting the discount provided for by the Distribution Agreement from 13% to 0% effective October 1, 2017. Roberts also modified the terms of Dragona's trade credit and payment terms (the "Termination"). Dragona states that there was no cause for the Termination and that Dragona had not breached the terms of the Distribution Agreement such that Roberts was entitled to the Termination.

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17. The Termination was a breach of contract on the part of Roberts. Given the timing of the letter, Dragona was given effectively no notice of the Termination.

18. Dragona has suffered considerable damages as a result of the Termination. Dragona repeats and relies upon the allegations contained in the Counterclaim herein.

19. Dragona denies that Roberts is entitled to any of the damages set out in their Amended Statement of Claim and puts Roberts to the strictest proof thereof. Dragona denies that it ordered products from Roberts as alleged in the Amended Statement of Claim. Dragona further denies that it received the goods and products as alleged in the Amended Statement of Claim and denies that any amounts are owed in respect of same.

20. Dragona denies that the amounts claimed in the Amended Statement of Claim are not owed or collectible by Dragona to Roberts. In the alternative, if the amounts are owed by Dragona, which is denied, Dragona states that these amounts are not yet due and owing at this time under the credit extended to Dragona by Roberts pursuant to the Distribution Agreement which was improperly and unilaterally terminated. Dragona states that the Amended Statement of Claim is premature and is a further indication of the unconscionable, unreasonable and high handed conduct of Roberts.

21. In the further alternative, if the amounts claimed in the Amended Statement of Claim are owed by Dragona, which is denied, Dragona states that these amounts should be set-off against amounts owed by Roberts to Dragona as claimed in the Counterclaim herein.

22. Dragona submits that the Amended Statement of Claim be dismissed with costs on a substantial indemnity basis.

COUNTERCLAIM

23. **THE DEFENDANTS CLAIM** against Roberts:

- (a) damages in the amount of \$2,000,000 for breach of contract;
- (b) punitive damages in the amount of \$1,000,000;

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- (c) pre-judgment and post-judgment interest on the above amount pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (d) costs of this action on a substantial indemnity scale; and
- (e) such further and other relief as this Honourable Court may deem just.

24. Dragona repeats and relies upon the allegations contained in the Statement of Defence herein.

25. Dragona states that Roberts proceeded with the Termination for the purpose of economically injuring Dragona vis-à-vis Dragona's competitors.

26. Dragona states that its competitors entered into agreements similar to the Distribution Agreement with Roberts and that the competitors were granted similar discounts to those granted to Dragona. Dragona further states that its competitors' distribution agreements were not terminated in the same manner as the Termination. The Termination was an attempt by Roberts to unreasonably and unfairly prejudice Dragona in the marketplace and to prefer the interests of Dragona's competitors to those of Dragona.

27. The Termination was unfair, unreasonable, unconscionable and inadequate notice was given to Dragona to attempt to locate alternatives to the Products or to make alternative arrangements in order to service the needs of its customers. As a result of the Termination, Dragona has suffered and will continue to suffer damages including a loss of profit, as described below.

28. Dragona states that the Termination was a breach of the duty of good faith owed to Dragona by Roberts under the terms of the Distribution Agreement and/or at common law.

29. Dragona states that the Termination was malicious, high-handed, calculated and intended to destroy Dragona's business. Roberts' conduct in effecting the Termination merits punishment by means of a punitive damages award against Roberts.

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30. As a result of the Termination, which constituted a breach of contract on the part of Roberts, Dragona has suffered and will continue to suffer damages for breach of contract including but not limited to:

- (a) Loss of profit on the sale of the Products;
- (b) Loss of reputation and goodwill as a result of being unable to sell the Products and offer Dragona's customer a complete range of flooring installation products and accessories;
- (c) Anticipated loss of future profits as a result of being unable to sell the Products and offer Dragona's customer a complete range of flooring installation products and accessories;
- (d) Overhead and management expenses incurred as a result of the Termination including negotiations with Roberts, seeking alternatives to the sale of the Products and mitigating; and
- (e) Special damages, the particulars of which will be provided prior to the trial of this matter.

Full particulars of the damages suffered by Dragona as a result of the Termination will be provided prior to trial.

31. In addition to or in the alternative, Roberts' conduct in proceeding with the Termination was high-handed, malicious, arbitrary and highly reprehensible misconduct that departs to a marked degree from ordinary standards of decent behaviour justifying an award of punitive damages in favour of Dragona.

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GENERAL

32. Dragona states that the within Counterclaim is to proceed under the ordinary procedure. Dragona states that in accordance with Rule 76.02(5), the main action and the Counterclaim cannot proceed under the simplified procedure set out by Rule 76 and must proceed under the ordinary procedure by virtue of the Counterclaim not complying with Rule 76.02(1) of the *Rules of Civil Procedure*.

33. Dragona states that the main action and the Counterclaim should be transferred to and tried at Toronto, Ontario.

34. Dragona pleads and relies on Rule 17.02 (c), (f), (p) and (q) of the *Rules of Civil Procedure* to permit service without leave in respect to any non-resident defendants to the within Counterclaim.

✓ Dated: August 23rd, 2018


BLANEY McMURTRY LLP
Lawyers
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Aaron Grossman (LSO #64059U)
Tel: (416) 593-3979
Fax: (416) 594-5099

Lawyers for the Defendant/Plaintiffs by Counterclaim

ROBERTS COMPANY CANADA LIMITED et al.
Plaintiff/Defendants by Counterclaim

and

DRAGONA CARPET SUPPLIES LTD. et al.
Defendant/Plaintiffs by Counterclaim

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding Commenced at Brampton

STATEMENT OF DEFENCE AND COUNTERCLAIM

BLANEY McMURTRY LLP

Lawyers

1500 - 2 Queen Street East

Toronto, ON M5C 3G5

Aaron Grossman (LSO #64059U)

Tel: (416) 593-3979

Fax: (416) 594-5099

Lawyers for the Defendant/Plaintiffs by Counterclaim

TAB "J"

**THIS IS EXHIBIT "J" REFERRED TO IN THE
AFFIDAVIT OF RAVI WILLIAMS-SINGH SWORN
THE 26TH DAY OF JUNE, 2020**



DANISH AFROZ

**A Commissioner for Oaths in and for the Province of
Ontario**

Court File No.: CV-18-1771

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROBERTS COMPANY CANADA LIMITED

Plaintiff

- and -

**3942783 CANADA INC. o/a DRAGONA CARPET SUPPLIES and
DRAGONA CARPET SUPPLIES LTD.**

Defendants

AND B E T W E E N:

**3942783 CANADA INC. o/a DRAGONA CARPET SUPPLIES and
DRAGONA CARPET SUPPLIES LTD.**

Plaintiffs by Counterclaim

- and -

**ROBERTS COMPANY CANADA LIMITED,
ROBERTS CONSOLIDATED INDUSTRIES INC. and Q.E.P. CO. INC.**

Defendants by Counterclaim

REPLY and DEFENCE TO COUNTERCLAIM

1. The Plaintiff admits the allegation contained in paragraph 6 of the Statement of Defence and Counterclaim.

2. The Plaintiff denies or has no knowledge of the allegations contained in the balance of the Statement of Defence and Counterclaim.
3. The Plaintiff repeats and relies on the allegations made in the Statement of Claim.
4. The Plaintiff specifically states that it has no knowledge of any Distribution Agreement with the Defendants/Plaintiffs by Counterclaim as pleaded in paragraph 10 of the Statement of Defence and Counterclaim. It further denies that the Products are not easily sourced from other manufacturers. The Plaintiff is aware that the Defendants already sourced products from the Plaintiff's competitors.
5. The Plaintiff categorically denies that it agreed to any of the special terms of the alleged Distribution Agreement dating back to 1993. In point of fact, the 13% discount only dates back to 2010 and is not part of any formal contractual arrangement.
6. The Plaintiff maintains that there was no requirement to provide any form of reasonable notice to the Defendants prior to removing the discount.
7. Furthermore, the Plaintiff states that the Defendants ran up their accounts receivable balance and did not pay in a prompt and timely manner necessitated a change in the payment terms.
8. Contrary to the allegation contained in the paragraph 16 of the Statement of Defence and Counterclaim, the Plaintiff did not terminate the alleged Distribution Agreement. It was merely an adjustment of the terms. Furthermore, the Plaintiff categorically denies that it, in any way, terminated the relationship with the Defendants.

9. The Plaintiff states that the Defendants had an obligation to mitigate their alleged damages, which are not admitted but denied, and failure on their part to so do has contributed to their own situation.
10. The Plaintiff states that the Defendants remain liable under the invoices for all damages owing thereunder.

DEFENCE TO COUNTERCLAIM

11. The Plaintiff admits none of the allegations contained in the counterclaim.
12. The Plaintiff repeats and relies on the allegations made in the Statement of Claim and in the Reply.
13. The Plaintiff denies that the Defendant is entitled to any of the relief claimed in the Counterclaim and puts the Defendant to the strict proof thereof of this alleged Distribution Agreement and “termination”.
14. The Plaintiff states that since the Counterclaim is for an amount in excess of \$100,000, pursuant to rule 76.02 (5) (c), the matter should properly be transferred to the ordinary procedure. However, the Plaintiff pleads that since the Defendant/Plaintiffs by Counterclaim have insisted on the ordinary procedure, if they fail to recover more than \$100,000 on the counterclaim at trial, by reason of rule 76.13, the Defendant will not recover any costs, unless the court is satisfied that it is reasonable that the action continued under the ordinary procedure pursuant to rule 76.13 (9).
15. The Plaintiff pleads that the Defendant’s counterclaim should be dismissed with costs on a substantial indemnity basis.

DATED: October 24, 2018

RZCD LAW FIRM LLP

Barristers and Solicitors
77 City Centre Drive
Suite 700
Mississauga, Ontario L5B 1M5

Craig A. Lewis
(LSUC #34349V)

Tel: (905) 848-6100 ext. 264
Fax: (905) 896-1111

Solicitors for the Plaintiff/
Defendants by Counterclaim

TO: **BLANEY MCMURTRY LLP**

Lawyers
2 Queen Street East
Suite 1500
Toronto, Ontario M5C 3G5

Aaron Grossman
(LSUC #64059U)

Tel: (416) 593-3979
Fax: (416) 594-5099

Solicitors for the Defendants/
Plaintiffs by Counterclaim

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OR COMPROMISE OR ARRANGEMENT OF ROBERTS COMPANY CANADA LIMITED

Court File No._CV-20-00643158-00CL

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

Proceedings commenced in Toronto

**AFFIDAVIT OF RAVI WILLIAMS-SINGH
(Sworn June 26, 2020)**

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Raj Sahni (LSO #42942U)
Tel: 416-777-4804
Fax: 416-863-1716

Danish Afroz (LSO #65786B)
Tel: 416-863-1200
Fax: 416-863-1716

Lawyers for the Applicant

TAB 3

Court File No. CV-20-00643158-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM)	MONDAY, THE 29th
)	
JUSTICE GILMORE)	DAY OF JUNE, 2020

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ROBERTS COMPANY CANADA
LIMITED

(the “**Applicant**”)

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) was heard this day by way of video-conference due to the COVID-19 crisis.

ON READING the affidavit of Ravi Williams-Singh sworn June 26, 2020 (the “**Williams-Singh Affidavit**”) and the Exhibits thereto, the pre-filing report of Richter Advisory Services Inc. (“**Richter**”), in its capacity as proposed monitor (the “**Monitor**”) to the Applicant, dated June 26, 2020, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, counsel for the proposed Monitor, counsel for Bank of America, N.A., as Agent, and those other parties listed on the counsel slip, no one else appearing although duly served as appears from the affidavit of service of Danish Afroz sworn June 26, 2020, and on reading the consent of Richter to act as the Monitor,

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing 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.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

3. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

4. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilise the central cash management system currently in place, in accordance with the ABL Forbearance Agreement dated as of June 26, 2020 (as amended, restated or otherwise modified from time to time, the “**ABL Forbearance Agreement**”), as described in the Williams-Singh Affidavit, or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter

defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

5. **THIS COURT ORDERS** that, subject to the terms of the ABL Forbearance Agreement, including the terms therein that refer to the Approved CCAA Cash Flow (as defined in the ABL Forbearance Agreement), the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, commissions, compensation, employee benefits, pension benefits, vacation pay and expenses (including, without limitation, payroll and benefits processing and servicing expenses) payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

6. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein and subject to the terms of the ABL Forbearance Agreement, including the terms therein that refer to the Approved CCAA Cash Flow, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include (subject to the terms of the ABL Forbearance Agreement), without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

7. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

8. **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the ABL Forbearance Agreement, or as otherwise ordered by this Court, have the right to:

- (a) In consultation with the ABL Lender and with the consent of the Monitor, permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing or restructuring of its Business or Property, in whole or in part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

11. **THIS COURT ORDERS** that the Applicant shall provide each of the relevant landlords with notice of the Applicant’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 Applicant’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 Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days

notice to such landlord and any such secured creditors. If the Applicant disclaims or resiliates the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

12. **THIS COURT ORDERS** that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

13. **THIS COURT ORDERS** that subject to paragraph 14(v) hereof until and including July 9, 2020, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and

suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, (iv) prevent the registration of a claim for lien, or (v) prevent the ABL Lender (as hereinafter defined) from exercising any rights or remedies in accordance with the ABL Forbearance Agreement.

NO INTERFERENCE WITH RIGHTS

15. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

16. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant 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 Business or the Applicant, 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 Applicant, and that the Applicant shall be entitled to the continued use of its current premises, 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 Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

17. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

19. **THIS COURT ORDERS** that the Applicant shall indemnify its current and future directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

20. **THIS COURT ORDERS** that the current and future directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000 as security for the indemnity provided in paragraph 19 of this Order. The Directors' Charge shall have the priority set out in paragraphs 32 and 34 herein.

21. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 19 of this Order.

APPOINTMENT OF MONITOR

22. **THIS COURT ORDERS** that Richter is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

23. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination to the ABL Lender and their counsel of financial and other information as agreed between the Applicant and the ABL Lender;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the ABL Forbearance Agreement;

- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (g) perform such other duties as are required by this Order or by this Court from time to time.

24. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

25. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor 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 Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

26. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

27. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to, the date of this Order, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Applicant and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant such reasonable retainers as may be requested to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$500,000, as security for their professional fees and disbursements, incurred at their

standard rates and charges, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 32 and 34 hereof.

31. **THIS COURT ORDERS AND DECLARES** that the ABL Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* (Canada) with respect to any obligations outstanding as of the date of this Order or arising hereafter under the ABL Credit Agreement or the ABL Forbearance Agreement and the Applicant is authorized to continue to obtain and borrow, repay (including repayment of amounts owing as of this date) and re-borrow additional monies under the credit facility established in the ABL Credit Agreement pursuant to the terms of the ABL Credit Agreement and the ABL Forbearance Agreement, in order to finance the Applicant's working capital requirements and expenses.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

32. **THIS COURT ORDERS** that the priorities of the Directors' Charge, and the Administration Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000); and

Second – Directors' Charge (to the maximum amount of \$250,000).

33. **THIS COURT ORDERS** that the filing, registration or perfection of the Directors' Charge or the Administration Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

34. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

35. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor and the beneficiaries of the Charges, and the ABL Lender, or further Order of this Court.

36. **THIS COURT ORDERS** that the Charges and the ABL Forbearance Agreement shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges and the execution and performance of the Forbearance Agreement by the Applicant are hereby approved and shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges or the entry into the ABL Forbearance Agreement; and
- (c) the payments made by the Applicant pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

37. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

38. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe & Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, or as soon as reasonably practicable thereafter (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner (including by electronic message to the e-mail addresses as last shown in the Applicants' books and records), a notice to every known creditor who has a claim against the Applicant of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

39. **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 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 <https://www.richter.ca/insolvencycase/roberts-company-canada-limited/>.

40. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol or the CCAA and the regulations thereunder is not practicable (including as a result of COVID-19), the Applicant and the Monitor are 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 or electronic message to the Applicant's creditors or other interested parties at their respective addresses (including email addresses) as last shown on the records of the Applicant and that any such service or distribution shall be deemed to be received: (a) if sent by courier, on the next business day following the date of forwarding thereof, (b) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third business day after mailing.

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

GENERAL

42. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties hereunder or the interpretation or the application of this Order.

43. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

44. **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 Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign

proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

45. **THIS COURT ORDERS** that each of the Applicant and the Monitor 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 Monitor 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.

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

47. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

INITIAL ORDER

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Raj Sahni (LSO #42942U)
Tel: 416-777-4804
Email: SahniR@bennettjones.com

Danish Afroz (LSO #65786B)
Tel: 416-777-6124
Email: AfrozD@bennettjones.com

Fax: 416-863-1716

Lawyers for the Applicant

TAB 4

Revised: ~~January~~ 21, ~~2014~~

Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ~~_____~~ MADAM) ~~WEEKDAY~~ MONDAY, THE # 29th
)
 JUSTICE ~~_____~~ GILMORE) DAY OF ~~MONTH~~ JUNE, ~~20YR~~ 2020
)

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
 ARRANGEMENT OF ~~[APPLICANT'S NAME]~~ ROBERTS
COMPANY CANADA LIMITED

(the "Applicant")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ by way of video-conference due to the COVID-19 crisis.

ON READING the affidavit of ~~[NAME]~~ Ravi Williams-Singh sworn ~~[DATE]~~ June 26, 2020 (the "Williams-Singh Affidavit") and the Exhibits thereto, the pre-filing report of Richter Advisory Services Inc. ("Richter"), in its capacity as proposed monitor (the "Monitor") to the Applicant, dated June 26, 2020, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for ~~[NAMES]~~ the Applicant, counsel for the proposed Monitor, counsel for Bank of America, N.A., as Agent, and those other parties listed on the counsel slip, no one else appearing ~~for [NAME]~~[†] although duly served as appears from the affidavit of service of ~~[NAME]~~ Danish Afroz sworn ~~[DATE]~~ June 26, 2020, and on reading the consent of ~~[MONITOR'S NAME]~~ Richter to act as the Monitor,

[†] Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application and the Application Record is hereby abridged and validated² so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

~~PLAN OF ARRANGEMENT~~

~~3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").~~

POSSESSION OF PROPERTY AND OPERATIONS

~~3.~~ **4. THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

²~~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.~~

~~5.~~ **4. THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system³ currently in place, in accordance with the ABL Forbearance Agreement dated as of June 26, 2020 (as amended, restated or otherwise modified from time to time, the “ABL Forbearance Agreement”), as described in the Williams-Singh Affidavit of [NAME] sworn [DATE], or replace it with another substantially similar central cash management system (the “Cash Management System”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.~~†~~

~~6.~~ **5. THIS COURT ORDERS** that, subject to the terms of the ABL Forbearance Agreement, including the terms therein that refer to the Approved CCAA Cash Flow (as defined in the ABL Forbearance Agreement), the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, commissions, compensation, employee ~~and~~ benefits, pension benefits, vacation pay and expenses (including, without limitation, payroll and benefits processing and servicing expenses) payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

³~~This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.~~

6. ~~7.~~ **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein and subject to the terms of the ABL Forbearance Agreement, including the terms therein that refer to the Approved CCAA Cash Flow, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include (subject to the terms of the ABL Forbearance Agreement), without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

7. ~~8.~~ **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
 - (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
 - (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal
-

realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

8. ~~9.~~ **THIS COURT ORDERS** that until a real property lease is disclaimed ~~or~~ resiliated⁴ in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. ~~10.~~ **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. ~~11.~~ **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the ~~Definitive Documents (as hereinafter defined)~~ ABL Forbearance Agreement, or as otherwise ordered by this Court, have the right to:

- (a) In consultation with the ABL Lender and with the consent of the Monitor, permanently or temporarily cease, downsize or shut down any of its business or

⁴~~The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

operations, ~~and to dispose of redundant or non-material assets not exceeding \$• in any one transaction or \$• in the aggregate~~⁵.

- (b) ~~terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate~~; and
- (c) pursue all avenues of refinancing or restructuring of its Business or Property, in whole or in part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "Restructuring").

11. ~~12.~~ **THIS COURT ORDERS** that the Applicant shall provide each of the relevant landlords with notice of the Applicant'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 Applicant'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 Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims ~~for or resiliates~~ the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer ~~for resiliation~~ of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

12. ~~13.~~ **THIS COURT ORDERS** that if a notice of disclaimer ~~for resiliation~~ is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer ~~for resiliation~~, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24

⁵~~Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.~~

hours' prior written notice, and (b) at the effective time of the disclaimer ~~{or resiliation}~~, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

13. ~~14.~~ THIS COURT ORDERS that subject to paragraph 14(v) hereof until and including ~~[DATE—MAX. 30 DAYS]~~ July 9, 2020, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. ~~15.~~ THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, ~~or~~ (iv) prevent the registration of a claim for lien, or (v) prevent the ABL Lender (as hereinafter defined) from exercising any rights or remedies in accordance with the ABL Forbearance Agreement.

NO INTERFERENCE WITH RIGHTS

15. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

16. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant 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 Business or the Applicant, 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 Applicant, and that the Applicant shall be entitled to the continued use of its current premises, 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 Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

17. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or

re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.⁶

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

19. ~~20.~~ **THIS COURT ORDERS** that the Applicant shall indemnify its current and future directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings,⁷ except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

20. ~~21.~~ **THIS COURT ORDERS** that the current and future directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge")⁸ on the Property, which charge shall not exceed an aggregate amount of \$~~●~~250,000 as security for the indemnity provided in paragraph ~~{20}~~19 of this Order. The Directors' Charge shall have the priority set out in paragraphs ~~{38}~~32 and ~~{40}~~34 herein.

⁶ ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

⁷ ~~The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

⁸ ~~Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

~~22.~~ **21.** ~~THIS COURT ORDERS~~ that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~19~~ **19** of this Order.

APPOINTMENT OF MONITOR

~~23.~~ **22.** ~~THIS COURT ORDERS~~ that ~~[MONITOR'S NAME]~~ **Richter** is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

~~24.~~ **23.** ~~THIS COURT ORDERS~~ that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination to the **DIPABL** Lender and **its** **their** counsel ~~on a [TIME INTERVAL] basis~~ of financial and other information as agreed ~~to~~ between the Applicant and the ~~DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the~~ **DIPABL** Lender;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the ~~DIP Lender, which information shall be reviewed with the~~

- ~~Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender;~~
- ~~(e) advise the Applicant in its development of the Plan and any amendments to the Plan;~~
- (e) ~~(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan~~ABL Forbearance Agreement;
- (f) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (g) ~~(h)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (h) ~~(i)~~ perform such other duties as are required by this Order or by this Court from time to time.

24. ~~25.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

25. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor 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 Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor'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.

26. ~~27.~~ **THIS COURT ORDERS** that ~~that~~ the Monitor shall provide any creditor of the Applicant ~~and the DIP Lender~~ with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

27. ~~28.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

28. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to, the date of this Order, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel ~~for~~to the Monitor and counsel ~~for~~to the Applicant ~~on a [TIME INTERVAL] basis~~ and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, such reasonable retainers ~~in the amount[s] of \$● [-, respectively,]~~ as may be requested to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. ~~30.~~ **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

30. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any,~~ and counsel to the Applicant's ~~counsel~~ shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$~~●~~500,000, as security for their professional fees and disbursements, incurred at their ir standard rates and charges ~~of the Monitor and such counsel~~, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~{38}~~32 and ~~{40}~~34 hereof.

DIP FINANCING

~~32.— THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from [DIP LENDER'S NAME] (the "DIP Lender") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$● unless permitted by further Order of this Court.~~

~~33.— THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of [DATE] (the "Commitment Letter"), filed.~~

~~34.— THIS COURT ORDERS that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.~~

~~35.— THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs [38] and [40] hereof.—~~

~~36.— THIS COURT ORDERS that, notwithstanding any other provision of this Order:~~

- ~~(a) — the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;~~
- ~~(b) — upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ● days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and —~~
- ~~(c) — the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.—~~

31. ~~37.— THIS COURT ORDERS AND DECLARES~~ that the ~~DIP~~ABL Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* ~~of~~ (Canada — (the "BIA")); with respect to any ~~advances made under the Definitive Documents~~obligations outstanding as of the date of this Order or arising hereafter under the ABL Credit Agreement or the ABL Forbearance Agreement and the Applicant is

authorized to continue to obtain and borrow, repay (including repayment of amounts owing as of this date) and re-borrow additional monies under the credit facility established in the ABL Credit Agreement pursuant to the terms of the ABL Credit Agreement and the ABL Forbearance Agreement, in order to finance the Applicant's working capital requirements and expenses.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

32. ~~38.~~ **THIS COURT ORDERS** that the priorities of the Directors' Charge, and the Administration ~~Charge and the DIP Lender's~~ Charge, as among them, shall be as follows⁹:

First – Administration Charge (to the maximum amount of \$ ~~●~~500,000); and

Second – ~~DIP Lender's Charge; and~~

~~Third~~ – Directors' Charge (to the maximum amount of \$ ~~●~~250,000).

33. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the Directors' Charge, or the Administration ~~Charge or the DIP Lender's~~ Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

34. ~~40.~~ **THIS COURT ORDERS** that each of the ~~Directors' Charge, the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein)~~ Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

35. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any

⁹~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

Property that rank in priority to, or *pari passu* with, any of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge~~Charges, unless the Applicant also obtains the prior written consent of the Monitor, ~~the DIP Lender~~ and the beneficiaries of the ~~Directors' Charge~~Charges, and the ~~Administration Charge~~ABL Lender, or further Order of this Court.

36. ~~42.~~ **THIS COURT ORDERS** that the ~~Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents~~Charges and the ~~DIP Lender's Charge~~ABL Forbearance Agreement shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") ~~and/or the DIP Lender~~ thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) ~~neither~~ the creation of the Charges ~~nor~~and the execution, ~~delivery, perfection, registration or~~ and performance of the ~~Commitment Letter or the Definitive Documents~~Forbearance Agreement by the Applicant are hereby approved and shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the ~~Applicant entering into the Commitment Letter, the~~ creation of the Charges, or the ~~execution, delivery or performance of the Definitive Documents~~entry into the ABL Forbearance Agreement; and
- (c) the payments made by the Applicant pursuant to this Order, ~~the Commitment Letter or the Definitive Documents~~, and the granting of the Charges, do not and will not

constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

37. ~~43.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

38. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~ *The Globe & Mail (National Edition)* a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, or as soon as reasonably practicable thereafter (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner (including by electronic message to the e-mail addresses as last shown in the Applicants' books and records), a notice to every known creditor who has a claim against the Applicant of more than ~~\$1000~~ 1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

39. ~~45.~~ **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 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 ~~<https://www.richter.ca/insolvencycase/roberts-company-canada-limited/>~~.

40. ~~46.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol or the CCAA and the regulations thereunder is not practicable (including as a result of COVID-19), the Applicant and the Monitor are 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 or electronic message to the Applicant's creditors or other interested parties at their respective addresses (including email addresses) as last shown on the records of the Applicant and that any such service or distribution ~~by courier, personal delivery or facsimile transmission~~ shall be deemed to be received: (a) if sent by courier, on the next business day following the date of forwarding thereof, or (b) if delivered by personal delivery or facsimile transmission or other electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third business day after mailing.

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

GENERAL

42. ~~47.~~ **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of ~~its~~ their respective powers and duties hereunder or the interpretation or the application of this Order.

43. ~~48.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

44. ~~49.~~ **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 Applicant, the Monitor and their respective 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

45. ~~50.~~ **THIS COURT ORDERS** that each of the Applicant and the Monitor 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 Monitor 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.

46. ~~51.~~ **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

47. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ROBERTS COMPANY CANADA LIMITED

Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

INITIAL ORDER

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Raj Sahni (LSO #42942U)
Tel: 416-777-4804
Email: SahniR@bennettjones.com

Danish Afroz (LSO #65786B)
Tel: 416-777-6124
Email: AfrozD@bennettjones.com

Fax: 416-863-1716

Lawyers for the Applicant

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN
THE MATTER OF A PLAN OR COMPROMISE OR ARRANGEMENT OF ROBERTS COMPANY CANADA LIMITED**

Court File No. CV-20-00643158-00CL

**ONTARIO
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**APPLICATION RECORD
(Returnable June 29, 2020)**

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

RAJ SAHNI (LSO #42942U)
Tel: 416-777-4804
Fax: 416-863-1716

DANISH AFROZ (LSO #65786B)
Tel: 416-863-1200
Fax: 416-863-1716

**Lawyers for the Applicant,
Roberts Company Canada Limited**