

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

BETWEEN

1951584 ONTARIO INC. (formerly DESANTE FINANCIAL SERVICES
INC.) and CWB MAXIUM FINANCIAL INC.

Applicants

- and -

4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN BRIMLEY
PHARMA INC., BLESS HUI PHARMA INC., JG WINDSOR INC., JM
WESTVIEW PHARMA INC., JUBILEE PROPERTY INVESTMENTS INC.,
MAPLE MEDI PHARMA INC., RIVER HILL PHARMACY LTD., SJ EAST
PHARMA INC., ST MARY COOKSVILLE PHARMA INC., ST. MARY
THEOTOKOS PHARMA INC., STONEY CREEK PHARMA INC.,
TORONTO APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC.,
OLDE WALKERVILLE HOLDINGS INC.

Respondents

MOTION RECORD

August 6, 2021

MILLER THOMSON LLP

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SERVICE LIST

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TAB 1

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

BETWEEN

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TORONTO APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC.,
OLDE WALKERVILLE HOLDINGS INC.

Respondents

NOTICE OF MOTION

The Defendants will make a Motion to a Judge presiding over the Commercial List on Friday, August 13, 2021 at 9:30 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard (*choose appropriate option*)

- In writing under subrule 37.12.1(1) because it is;
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following location

<https://millerthomson.zoom.us/j/99571637769?pwd=SlIdYThQZXVnN0hxMzlxExlL0xpdz09>

THE MOTION IS FOR

- (a) adding Sigma Healthcare Inc., Anoop Brighton Pharmacy Inc. and Capital Pharmacy Inc. (collectively the “**Replacement Pharmacies**”) as Respondents to these proceedings, and amending the title of proceedings accordingly;
- (b) appointing msi Spergel inc. (“**Spergel**”) as interim receiver (in such capacity, the “**Interim Receiver**”) of the assets, undertakings and properties of each of the Replacement Pharmacies pursuant to Section 47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and Section 101 of the *Courts of Justice Act*, RSO 1990, c C.43, for the purpose of preserving and protecting such property pending resolution or determination of the Receivership Motion (as defined below);
- (c) removing 1951584 Ontario Inc. as an Applicant from these proceedings and amending the title of proceedings accordingly;
- (d) scheduling on the earliest available date a motion before this Court to appoint Spergel as Receiver of each of the Replacement Pharmacies under Section 243 of the BIA; and
- (e) Such further and other Relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE

- (f) The facts setting out the grounds for the motion are set out in the Affidavit of Edward Hopkinson sworn August 3, 2021 and the Supplemental Affidavit of Edward Hopkinson sworn August 6, 2021.
- (g) The provisions of the BIA, including Section 47(1).
- (h) The provisions of the *Courts of Justice Act*, RSO 1990, c C.43, including Section 101.
- (i) Such further and other grounds as the lawyers may advise.

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

- (a) Affidavit of Edward Hopkinson, sworn August 3, 2021;
- (b) Supplemental Affidavit of Edward Hopkinson, sworn August 6, 2021; and
- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

August 5, 2021

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Lawyers for the Applicants

RCP-E 37A (September 1, 2020)

1951584 ONTARIO INC. et al.
Applicants

and **4231 SHEPPARD AVENUE EAST INC. et al.**
Respondents

Court File No: CV-20-006650853-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

Proceeding commenced at Toronto

NOTICE OF MOTION

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Lawyers for the Applicants

TAB 2

**ONTARIO
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OLDE WALKERVILLE HOLDINGS INC.

Respondents

**AFFIDAVIT OF EDWARD HOPKINSON
(Sworn August 3, 2021)**

August 3, 2021

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I, Edward Hopkinson, of the City of Bryn Mawr, in the State of Pennsylvania, USA

MAKE OATH AND SAY:

1. I am the VP Risk Officer of the Applicant, CWB Maxium Financial Inc., ("**CWB**" or "**Lender**"). As such, I have knowledge of the matters to which I hereinafter depose. Where the source of my information is other than myself I have set out the source and do verily believe it to be true.

Purpose of Affidavit

2. This Affidavit is sworn in support of a motion for orders, each substantially in the forms attached to this Motion Record, among other things:

- i. adding Sigma Healthcare Inc., Anoop Brighton Pharmacy Inc. and Capital Pharmacy Inc. (collectively the "**Replacement Pharmacies**") as Respondents to these proceedings, and amending the title of proceedings accordingly;
- ii. appointing msi Spergel inc. ("**Spergel**") as interim receiver (in such capacity, the "**Interim Receiver**") of the assets, undertakings and properties of each of the Replacement Pharmacies pursuant to Section 47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and Section 101 of the *Courts of Justice Act*, RSO 1990, c C.43, for the purpose of preserving and protecting such property pending resolution or determination of the Receivership Motion (as defined below);

- iii. removing 1951584 Ontario Inc. as an Applicant from these proceedings and amending the title of proceedings accordingly; and
- iv. scheduling on the earliest available date a motion before this Court to appoint Spergel as Receiver of each of the Replacement Pharmacies under Section 243 of the BIA.

Factual Overview

3. This is a motion to appoint an Interim Receiver over several entities that are the recipients of unauthorized transfers of the assets, undertakings, inventory, and patient lists of JM Westview Pharma Inc. (“**JM Westview**”), SJ East Pharma Inc. (“**SJ East**”), and St. Mary Cooksville Pharma Inc. (“**St. Mary**”, and collectively with JM Westview and SJ East, the “**Liquidated Pharmacies**”).

4. The motion represents the latest episode in an ongoing saga of default, deceit and defalcation by John Gerges and related parties. The Respondents and the Replacement Pharmacies are a series of interrelated companies that either own and operate pharmacies, or own the real estate on which a pharmacy is or was located. They are all enmeshed through non-arm’s length individuals who are all connected in some way to John Gerges.

5. John Gerges is the directing mind of the Respondents (other than the Replacement Pharmacies). As will be described below, he orchestrated the unauthorized transfer of the Lender’s collateral from each of the Liquidated Pharmacies

into the Replacement Pharmacies. He swore false and misleading affidavits in this proceeding. He deceived the Lender and has misled this Court.

6. On January 26, 2021, this Court appointed Spergel as Receiver of JM Westview and SJ East. On February 3, 2021, this Court appointed Spergel as Receiver of St. Mary.¹

7. In the time leading up to the Receiver's appointment over the Liquidated Pharmacies, John Gerges surreptitiously directed the employees at each of the Liquidated Pharmacies to pack up all of the inventory, prescription drugs and patient lists and move them to the Replacement Pharmacies, thus placing them out of the reach of the Lender.

8. The Replacement Pharmacies are all within a 1-2 minute walking distance of the Liquidated Pharmacies. As is further described below, the "owners" of the Replacement Pharmacies – Samir Shenoda and Anoop Gupta - are non-arms' length parties to John Gerges. They were fully aware of the Lender's security interests against the Liquidated Pharmacies by virtue of their association with other Gerges controlled entities. They were complicit in the surreptitious transfers and unjustly enriched themselves to the Lender's detriment.

9. In fact, in each case, the surreptitious transfers occurred while John Gerges negotiated with the Lender on a forbearance agreement and consensual appointment of the Receiver over each of the Liquidated Pharmacies.

¹ Amended and Restated Receivership Order (Appointing Receiver) of Justice Cavanagh (dated February 3, 2021).

10. Spergel, in its capacity as bankruptcy trustee of each of the Liquidated Pharmacies has confirmed these surreptitious transfers, including through examinations of some of their former employees under Section 163 of the BIA.

11. The Lender seeks Spergel's appointment as Interim Receiver of the Replacement Pharmacies in order to preserve and protect its collateral from further dissipation or transfer until the Lender's motion for the appointment of a receiver against the Replacement Pharmacies has been determined.

The Liquidated Pharmacies

12. The Lender is the senior secured creditor of each of the Liquidated Pharmacies. Details of each of the Liquidated Pharmacies are below.

SJ East

13. SJ East is an Ontario corporation. Diep Nguyen was the sole officer and director of SJ East. Attached as **Exhibit "A"** a copy of SJ East's corporate profile report. Despite Diep Nguyen being SJ East's sole officer and director, at all material times, John Gerges negotiated on behalf of and with the authority of Nguyen to bind SJ East. In fact, as is further described below, John Gerges negotiated on behalf of all of the Respondents, including those Respondents of whom he was not an officer or director.

14. The Court appointed Spergel as Receiver of SJ East on January 26, 2021. SJ East was assigned into bankruptcy on February 11, 2021 and Spergel was appointed as trustee in bankruptcy.

15. As at July 19, 2021, SJ East owes the Lender approximately \$2,187,754.48 (plus accruing interest, costs and fees) under a promissory note dated July 25, 2017 (amended April 7, 2020). As security for the payment and performance of these obligations, SJ East granted in favour of the Lender a security interest in all of its property, assets and undertakings under a general security agreement dated July 21, 2017. A copy of the promissory note (as amended) and general security agreement are attached as **Exhibit “B”**

16. The Lender registered a financing statement against SJ East in accordance with the *Personal Property Security Act* (Ontario) (the “**PPSA**”). A copy of an Enquiry Response Certificate evidencing the Lender’s PPSA registration is attached as **Exhibit “C”**

17. Under Sections 9 and 14(c) of the general security agreement, SJ East covenanted to the Lender that it would not transfer its property to a third party without the Lender’s prior written consent.

JM Westview

18. JM Westview is an Ontario corporation. John Gerges was the sole officer and director of JM Westview. Attached as **Exhibit “D”** is a copy of JM Westview’s corporate profile report.

19. The Court appointed Spergel as Receiver of JM Westview on January 26, 2021. JM Westview was assigned into bankruptcy on February 11, 2021 and Spergel was appointed as trustee in bankruptcy.

20. As at July 19, 2021, JM Westview owes the Lender approximately \$692,325.81 (plus accruing interest, costs and fees) under a promissory note dated August 2, 2018. As security for the payment and performance of these obligations, JM Westview granted in favour of the Lender a security interest in all of its property, assets and undertakings under a general security agreement dated August 2, 2018. Copies of the JM Westview promissory note (as amended) and general security agreement are attached as **Exhibit “E”**.

21. The Lender registered a financing statement against JM Westview in accordance with the PPSA. A copy of an Enquiry Response Certificate evidencing the Lender’s PPSA registration is attached as **Exhibit “F”**.

22. Under Section 9 and section 14 (c) of the general security agreement, JM Westview covenanted to the Lender that it would not transfer its property to a third party without the Lender’s prior written consent.

St. Mary

23. St. Mary is an Ontario corporation. Sandra Youssef – John Gerges’s wife – was the sole officer and director of St. Mary. Attached as **Exhibit “G”** is a copy of St. Mary’s corporate profile report.

24. The Court appointed Spergel as Receiver of St. Mary on February 3, 2021. St. Mary was assigned into bankruptcy on February 11, 2021 and Spergel was appointed as trustee in bankruptcy.

25. As at July 19, 2021, St. Mary owes the Lender approximately \$3,206,507.61 (plus accruing interest, costs and fees) under promissory notes dated October 31, 2018 and August 8, 2019 (both amended April 8, 2020). As security for the payment and performance of these obligations, St. Mary granted in favour of the Lender a security interest in all of its property, assets and undertakings under a general security agreement dated October 31, 2018. Copies of the St. Mary promissory notes (as amended) and general security agreement are attached as **Exhibit “H”**.

26. The Lender registered a financing statement against St. Mary in accordance with the PPSA. A copy of an Enquiry Response Certificate evidencing the Lender’s PPSA registration is attached as **Exhibit “I”**.

27. Under Section 9 and Section 14 (c) of the general security agreement, St. Mary covenanted to the Lender that it would not transfer its property to a third party without the Lender’s prior written consent.

The Replacement Pharmacies

Anoop Brighton Pharmacy Inc.

28. Anoop Brighton Pharmacy Inc. is an Ontario Corporation incorporated on July 16, 2020. Anoop Gupta is its sole director and officer.

29. Anoop Brighton Pharmacy Inc. owns and operates a pharmacy known as Brighton Rx PharmaChoice (the “**New Brighton Pharmacy**”).

30. The New Brighton Pharmacy is located across the street from where SJ East used to operate.² Both pharmacies have the same postal code.

31. The New Brighton Pharmacy commenced operations on or about October 7, 2020. Email correspondence from Anoop Gupta to the Ontario College of Pharmacists confirms unequivocally that the inventory, prescription drugs and patient lists were transferred from SJ East to the New Brighton Pharmacy.³ This evidence is set out in detail below at paras 72-73 of my Affidavit. This transfer was done surreptitiously, out of the ordinary course of business, and without the consent or knowledge of the Lender.

Sigma Healthcare Inc.

32. Sigma Healthcare Inc. is an Ontario corporation incorporated on August 7, 2020. Samir Shenoda is its sole officer and director.

33. Sigma Healthcare Inc. owns and operates a pharmacy known as Sigma Drug Mart.

34. Sigma Drug Mart is located a 2-minute walking distance from the pharmacy that JM Westview owned and operated before the surreptitious transfer to Sigma Drug Mart.⁴ Both pharmacies have the same postal code.

35. Sigma Drug Mart commenced operations on or about January 18, 2021. The sworn testimony of former employees of JM Westview⁵ confirms that (i) all of the assets

² SJ East operated at 12 Elizabeth Street, Brighton, Ontario, K0K 1H0. The New Brighton Pharmacy operates at 19 Elizabeth Street, Brighton, Ontario, K0K 1H0.

³ Exhibit "Y", discussed in more detail below.

⁴ Sigma Drug Mart (owned by Sigma Healthcare Inc.) is located at 2 Dufferin Street, Tilbury, ON N0P 2L0; JM Westview's pharmacy was located at 15 Mill St. E., Tilbury ON, N0P 2L0.

of JM Westview were moved into Sigma Drug Mart between January 15 and 17, 2021, and (ii) the inventory, prescription drugs and patient lists of JM Westview were packed up and moved to Sigma Drug Mart. This evidence is set out in detail below at paras 67-69 of my Affidavit. This transfer was done surreptitiously, out of the ordinary course of business, and without the consent or knowledge of the Lender.

Capital Pharmacy Inc.

36. Capital Pharmacy Inc. is an Ontario corporation incorporated on July 23, 2020. Samir Shenoda is the sole officer and director of Capital Pharmacy Inc. Attached as **Exhibit “J”** is a copy of Capital Pharmacy Inc.’s corporate profile report.

37. Capital Pharmacy Inc. owns and operates a pharmacy known as Capital Pharmacy.

38. Capital Pharmacy is located in the neighboring plaza as the pharmacy that was owned and operated by St. Mary.⁶ Both pharmacies have the same postal code.

39. Capital Pharmacy commenced operations on or about November 2, 2020. The sworn testimony of former employees of St. Mary⁷ confirms that inventory, prescription drugs and patient lists of St. Mary moved to Capital Pharmacy in November, 2020. This evidence is set out in detail below at paras 70-71 of my Affidavit. This transfer was done surreptitiously, out of the ordinary course of business, and without the consent or knowledge of the Lender.

⁵ Exhibit “U” and Exhibit “V”, discussed in more detail below.

⁶ Capital Pharmacy (owned by Capital Pharmacy Inc.) is located at 3075 Hurontario St, Mississauga, ON L5A 2GA; St. Mary’s pharmacy was located at 3035 Hurontario St, Mississauga, ON L5A 2GA.

⁷ Exhibit “W”, discussed in more detail below.

Samir Shenoda and Anoop Gupta: Non-Arms' Length Parties to John Gerges and Diep Nguyen

40. In this section, I set out the facts which I believe establish that the owners of the Liquidated Pharmacies, John Gerges and Diep Nguyen, and the owners of the Replacement Pharmacies, Samir Shenoda and Anoop Gupta, are non-arms' length parties, as well as why Shenoda and Gupta were aware of the Lender's security interests against the Liquidated Pharmacies by virtue of their association with other Gerges controlled entities.

41. Attached as **Exhibit "K"** are 4 diagrams displaying the interconnected relationships between the owners of the Liquidated Pharmacies and the Replacement Pharmacies. Samir Shenoda, Diep Nguyen and Anoop Gupta all have multiple pre-existing relationships with John Gerges through which they jointly have conducted business:

- i. Diep Nguyen is the owner of at least three (3) pharmacies, all of which are subject to receivership orders.⁸ He is a guarantor in respect of three (3)

⁸ Affidavit of Edward Hopkinson (sworn October 30, 2020) at pages 3-4; Amended and Restated Receivership Order (Appointing Receiver) of Justice Cavanagh (dated February 3, 2021) at pages 2-3.

loans.⁹ He is a director and officer of at least five (5) pharmacies, two (2) of which are entirely owned by John Gerges.¹⁰

- ii. John Gerges is a shareholder in at least fifteen (15) pharmacies, eight (8) of which are subject to receivership orders.¹¹ He is a guarantor in respect of 21 loans owed to the Lender.¹² He is a director and/or an officer of at least ten (10) pharmacies.¹³ For the purposes of this motion, it is noteworthy that John Gerges is a director and officer of St. Mary Theotokos Pharma Inc, one of the pharmacies owned by Diep Nguyen. Also, John Gerges is a guarantor for loans provided to two (2) pharmacies entirely owned by Diep Nguyen.¹⁴
- iii. Diep Nguyen is the director of the registered owner of the building where Sigma Pharmacy operates. Prior to Diep Nguyen, John Gerges was the director of such entity.

⁹ CWB Maxium Financial Inc. Guarantee for SJ East Pharma Inc. signed by Diep N. Nguyen (dated July 21, 2017) and CWB Maxium Financial Inc. General Security Agreement signed by Diep N. Nguyen (dated August 18, 2016); CWB Maxium Financial Inc. Guarantee for Stoney Creek Pharma Inc. signed by Diep N. Nguyen (dated August 18, 2016) and CWB Maxium Financial Inc. General Security Agreement signed by Diep N. Nguyen (dated August 18, 2016); CWB Maxium Financial Inc. Guarantee for St. Mary Theotokos Pharma Inc. signed by Diep N. Nguyen (dated August 18, 2016) and CWB Maxium Financial Inc. General Security Agreement signed by Diep N. Nguyen (dated August 18, 2016).

¹⁰ Corporate Profile Reports for SJ East Pharma Inc., Stoney Creek Pharma Inc., River Hill Pharmacy Ltd., St. Mary Theotokos Pharma Inc., and Toronto Apothecary Pharma Inc.; Affidavit of Edward Hopkinson (sworn October 30, 2020) at pages 3-4.

¹¹ Affidavit of Edward Hopkinson (sworn October 30, 2020) at pages 3-4; Amended and Restated Receivership Order (Appointing Receiver) of Justice Cavanagh (dated February 3, 2021) at pages 2-3.

¹² Affidavit of Edward Hopkinson (sworn October 30, 2020) at pages 7-8.

¹³ Corporate Profile Reports for Stoney Creek Pharma Inc., JM Westview Pharma Inc., Toronto Surrey Pharma Inc., St. Mary Theotokos Pharma Inc., Jubilee Property Investments Inc., JG Windsor Inc., 4231 Sheppard Avenue East Inc., Bless Pharma Inc., Bless Jimmy's Pharma's Inc., and 2503338 Ontario Inc.

¹⁴ CW Maxium Financial Inc. Guarantee for Stoney Creek Pharma Inc. signed by John Gerges (dated August 16, 2016) and General Security Agreement signed by John Gerges (dated August 16, 2016); CW Maxium Financial Inc. Guarantee for St. Mary Theotokos Pharma Inc. signed by John Gerges (dated August 16, 2016) and General Security Agreement signed by John Gerges (dated August 16, 2016).

- iv. Samir Shenoda is a 50% shareholder of another pharmacy to which the Lender provides financing (the “**Other Shenoda Pharmacy**”).¹⁵ He is a director and officer, as well as a guarantor for a loan provided to the Other Shenoda Pharmacy by the Lender. John Gerges is the other 50% shareholder and guarantees the loan provided to the Other Shenoda Pharmacy by the Lender.
- v. In addition, Samir Shenoda is the owner of two of the Replacement Pharmacies, Sigma Heath Care Inc. (formerly JW Westview) and Capital Pharmacy Inc. (formerly St. Mary).
- vi. There is reason to believe that Capital Pharmacy has been paying the monthly principal and interest payments owing by St. Mary. In and around November, 2020, the Lender engaged with John Gerges to obtain a void cheque in respect of St. Mary in order to continue monthly principal and interest payments. At that time, John Gerges provided to the Lender a void cheque (the “**Altered Cheque**”). The top right corner of the Altered Cheque – where the name of the payor is typically listed – references St. Mary. It is clear from a review of the native PDF of the Altered Cheque that the name and address of St. Mary were added to the Altered Cheque using a PDF editor. In addition, above the image of the Altered Cheque, there is the following reference: “Please accept this copy of a void cheque as confirmation of CAPITAL PHARMACY INC.’s bank account information for the purposes of pre-authorized debit or credit.” [emphasis

¹⁵ Affidavit of Edward Hopkinson (sworn October 30, 2020) at page 4.

added]. After the Lender requested clarification from John Gerges, he sent the Lender another void cheque removing the reference to Capital Pharmacy; however, the account number remained the same (the “**Bank Account**”). The loan payments owing by St. Mary continue to be paid from automatic withdrawals from the Bank Account. A copy of the Altered Cheque, including the revised version of the Altered Cheque, are attached as **Exhibit “L”**. I believe the Altered Cheque is evidence that Capital Pharmacy has been paying the monthly principal and interest payments owing by St. Mary from its Bank Account.

- vii. Anoop Gupta is the owner of the Replacement Pharmacy, Anoop Brighton Pharmacy Inc. (formerly SJ East).
- viii. Anoop Gupta was the Designated Manager of SJ East from the time SJ East commenced operations until around September 21, 2020. In 2020, although Diep Nguyen was listed as the director of SJ East, John Gerges proposed to the Lender a transaction whereby Anoop Gupta would purchase SJ East. The Lender did not consent to such transaction.

John Gerges’s Criminal Charges

42. On or about January 23, 2020, I learned from news media reports that John Gerges had been charged by the York Regional Police around December, 2019 with possession of a Schedule 1 substance (as defined in the federal *Controlled Drugs and Substances Act*) for the purpose of trafficking, and for possession of a forged document (together, the “**Criminal Charges**”). As part of their investigation the York Regional

Police recovered more than \$500,000 in opioid pills, an illegal handgun, and \$200,000 in cash. News articles published by the Canadian Broadcasting Corporation, the Windsor Star, the Toronto City News, Newstalk 1010 and the Toronto Sun between January 22, 2020 and January 23, 2020 are attached as **Exhibit “M”**, which detail the overall investigation, John Gerges’s Criminal Charges and John Gerges’s alleged involvement in the opioid trafficking ring.

43. Sandra Youssef – John Gerges’s wife – was also charged in the investigation with possession for the purpose of trafficking a Schedule 1 substance and possession of a forged document with intent.

44. The Ontario College of Pharmacists (“**OCP**”) posted on its website the terms of the Bail, Custody & Release Conditions of John Gerges in connection with the Criminal Charges (the “**Release Order**”). Among other terms, the Release Order states that John Gerges must not attend at any pharmacy or enter any pharmacy section of a store without a legitimate medical reason for an indefinite period of time. A copy of the Release Order, as set out on the OCP’s website, is attached as **Exhibit “N”**.

45. As a result of his own illegal and unprofessional conduct, John Gerges caused the Respondents to default on, among other things, the material adverse change provisions of their loans and security agreements.

Procedural History

46. The Lender initially sought the appointment of Spergel as Receiver of approximately 22 entities related to John Gerges. A table setting out all of the entities

over which a receiver was initially sought, together with an update on the status of each entity, is attached as **Exhibit “O”**.

47. In these proceedings, I have sworn the following affidavits:

- i. Affidavit sworn October 30, 2020, attached here without exhibits as **Exhibit “P”**;
- ii. Supplemental Affidavit sworn November 24, 2020 in support of the Receivership Application, attached here without exhibits as **Exhibit “Q”**;
- iii. Affidavit sworn January 25, 2021, attached here without exhibits as **Exhibit “R”**;
- iv. Supplemental Affidavit sworn January 29, 2021, attached here without exhibits as **Exhibit “S”**; and
- v. Affidavit sworn April 7, 2021, attached here without exhibits as **Exhibit “T”**.

Copies of these affidavits, with exhibits, are available on Spergel’s website at [this link](#).

Consent Receivership Order

48. On November 25, 2020, pursuant to the receivership Order of Justice Cavanagh, Spergel was appointed, on consent, as receiver and manager over the following eight (8) retail pharmacies (the “**Consent Receivership Order**”):

- i. Maple Medi Pharma Inc., o/a Medi Pharm 2 Pharmacy;

- ii. River Hill Pharmacy Inc., o/a River Hill Pharmacy;
- iii. Westway Holdings Inc. o/a Westway Medical Pharmacy;
- iv. Toronto Apothecary Pharma Inc., o/a The Apothecary Shop;
- v. St. Mary Theotokos Pharmacy Inc., o/a Saigon Pharmacy;
- vi. Bless Hui Pharma Inc., o/a Hui's Pharmasave;
- vii. Stoney Creek Pharma Inc., o/a Friendly Pharmacy; and
- viii. Olde Walkerville Holdings Inc., o/a Olde Walkerville Pharmacy

A copy of the Endorsement of Justice Cavanagh dated November 25, 2020 is attached as **Exhibit "U"**.

49. In addition to the Consent Receivership Order, the Court's November 25 Endorsement included certain terms for a consent adjournment regarding the Lender's receivership application against JM Westview and SJ East. In summary, in the consent adjournment terms, each of JM Westview and SJ East agreed to enter into transactions satisfactory to the Lender for the sale of each pharmacy to a third party on or before January 30, 2021. I note that, as is described below in this Affidavit, despite the consent adjournment terms, (i) JM Westview closed on January 15, 2021 and moved to Sigma Pharmacy and (ii) SJ East was transferred to the New Brighton Pharmacy, in each case, without notice to the Lender and without the Lender's consent. The Lender did not receive any proceeds from these surreptitious transfers.

50. The Court's November 25 Endorsement also adjourned the Lender's receivership application against St. Mary (among others) to allow the parties to continue to negotiate the Forbearance Agreement. As is described below, St. Mary was closed and transferred to Capital Pharmacy in November, 2020, again without notice to Lender and without the Lender's consent; nor did the Lender receive any proceeds from such transfer.

51. I note that John Gerges is not the owner of all of the above referenced pharmacies. For example, John Gerges is neither a shareholder nor listed as an officer or director of Olde Walkerville Holdings Inc. and Stoney Creek Pharma Inc., yet John Gerges held himself out, and was held out by the shareholders, directors and officers of those entities as having authority to bind both entities and indeed did so during these proceedings. At the time of the Consent Receivership Order, Asim Iqbal, out of an abundance of caution, sent an email to Diep Nguyen to confirm, among other things, confirming that:

- i. John Gerges has been negotiating on behalf of, and with authority to bind, the entities of which Mr. Nguyen was listed as an officer and/or director (not John Gerges) (the "**DN Debtors**");
- ii. historically John Gerges has negotiated on behalf of, with authority to bind the DN Debtors; and
- iii. consistent with past practice, the Lender will continue to negotiate with John Gerges on behalf of the DN Debtors. A copy of Mr. Iqbal's email to Diep Nguyen is attached as **Exhibit "V"**.

Forbearance Agreement

52. On January 4, 2021, the Lender and the following entities entered into a forbearance agreement: Bless Jimmy's Pharma Inc., Bless Pharma Inc., JG Windsor Inc., 4231 Sheppard Avenue East Inc., Jimmy's Group Investors Inc., Jubilee Property Investments Inc., S&J Property Investors Inc., JM Westview Pharma Inc. and SJ East Pharma Inc. The personal and corporate guarantors were also signatories. A copy of the forbearance agreement dated January 4, 2021 (the "**Forbearance Agreement**") is attached as **Exhibit "W"**. Other than Bless Pharma Inc., which is further discussed below, all of the borrowers that executed the Forbearance Agreement are now in receivership.

53. On January 8, 2021, the Court issued an Order removing the Other Shenoda Pharmacy and another Respondent-pharmacy as Respondents from this proceeding on a without prejudice basis. An amended and restated Consent Receivership Order was also issued to reflect the removal of such entities as Respondents.

54. Following the execution of the Forbearance Agreement, the Lender discovered that the operations of SJ East, JM Westview and St. Mary Cooksville had closed, despite all of these entities being signatories to the Forbearance Agreement and representing themselves as going concerns.

55. As a result, the Lender applied for the appointment of a receiver. On January 26, 2021, the Court issued an Order appointing Spergel as Receiver of all the assets, property and undertakings of ten (10) entities (the "**January 26, 2021 Amended and**

Restated Receivership Order")¹⁶. A copy of the January 26, 2021 Amended and Restated Receivership Order is available on Spergel's website at [this link](#). This order was granted on consent after the Lender had learned that St. Mary, SJ East and JM Westview ceased operations.

56. Pursuant to the Order of Justice Cavanagh dated February 3, 2021, Spergel was appointed receiver, without security, of all of the assets, undertakings and properties of St. Mary, 4231 Sheppard Avenue East Inc., Jubilee Property Investments Inc., and JG Windsor Inc. (the "**February 3, 2021 Amended and Restated Receivership Order**"). A copy of the February 3 Amended and Restated Receivership Order is available on Spergel's website at [this link](#).

Pursuant to the Order of Justice Cavanagh dated April 8, 2021, Spergel was appointed receiver, without security, of all of the assets, undertakings and properties of Abu Seifein Brimley Pharma Inc (the "**April 8, 2021 Amended and Restated Receivership Order**"). A copy of the April 8, 2021 Amended and Restated Receivership Order is available on Spergel's website at [this link](#).

Spergel's Reports

57. On January 25, 2021, Spergel, as proposed receiver of JM Westview, SJ East and St. Mary, released a report (the "**Proposed Receiver's Report**"). The Proposed Receiver's Report advised the Court of Spergel's preliminary findings with respect to its

¹⁶ The entities are Bless Hui Pharma Inc., JM Westview Pharma Inc., Maple Medi Pharma Inc., River Hill Pharmacy Ltd., SJ East Pharma Inc., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Westway Holdings Inc., and Olde Walkerville Holdings Inc.

investigation of JM Westview, SJ East and St. Mary. A copy of the Proposed Receiver's Report is attached as **Exhibit "X"**.

58. On February 1, 2021, Spergel released another report (the "**First Report**"). The First Report advised the Court of the Receiver's additional findings with respect to its investigation of JM Westview and SJ East. A copy of the First Report is attached as **Exhibit "Y"**.

59. Spergel's findings as detailed in those reports are summarized in the following paragraphs.

JM Westview (aka the Mill Street Pharmacy)

60. In respect of JM Westview, Spergel reported as follows:

- i. JM Westview operated as the "**Mill Street Pharmacy**" from a leased premises located at 15 Mill Street East, Tilbury, Ontario;¹⁷
- ii. On August 15, 2020, John Gerges sent Spergel¹⁸ an email attaching a word document containing a summary of action items for each of the pharmacies, including JM Westview. In that email, Gerges advised that he acquired a property across from JM Westview at 2 Dufferin Street, Tilbury, Ontario (the "**Dufferin Premises**") in order to move the pharmacy to that building and subsequently sell the pharmacy to Samir Shenoda:

Mill Street Pharmacy (Tilbury)

¹⁷ First Report at para 2.

¹⁸ At that time, Spergel was engaged as consultant to CWB.

- a. Our Lease has expired and the Landlord has not been agreeable to grant us an extension.
- b. We have been month to month for a while now.
- c. To avoid this instability, I acquired a building across the street (2 Dufferin St.) It was a car shop, we have converted it into a professional clinic and pharmacy.
- d. Earlier this year, we also lost Telus
- e. Purchaser planning to move to the building across the street and run his own pharmacy and control the building also. Purchaser would be Samir Shenoda.

A copy of the August 15, 2020 email along with the attachment is attached to the First Report as Appendix "3".¹⁹

- iii. On August 28, 2020, John Gerges sent Spergel an email attaching an appraisal of the premises at 2 Dufferin Street, Tilbury, and stated:

....I hope all is well. Please find appraisal also attached for tilbury as we discussed earlier. This is for Jm Westview pharma (tilbury) where the doctor is not giving us a new lease. As discussed, it is our intention to sell the building and business to Samir, he will then have full control. The other benefit would be a new telus number (Fresh address and Fresh ownership - which is awesome for everyone).

The combination of pharmacy and building would produce around \$1,700,000. Subtract the debt with cwb, leaves around \$1.1m. This would go towards the large hit at Olde walkerville. The rest would go on City Centre Pharma as discussed...²⁰

A copy of the August 28, 2021 email is attached to this First Report as Appendix "4".

- iv. On October 27th, 2020, John Gerges sent Spergel an email providing a summary of deals he is working on. In the case of JM Westview, he

¹⁹ First Report, para 12.

²⁰ First Report, para 14.

stated: “JM westview: Samir had proposed purchasing the files and moving to obtain new Telus number”.²¹

v. On January 21, 2021, Spergel participated in a telephone conversation with John Gerges during which John Gerges informed Spergel that JM Westview was no longer operating.²²

vi. On January 22, 2021, Spergel reviewed the status JM Westview on the OCP’s website which indicated that it was not entitled to operate. Spergel then attended at JM Westview premises to conduct an inspection. During the inspection, Spergel noted the following:

(i) the pharmacy was closed;

(ii) all of the shelves were cleared out; and

(iii) a new pharmacy by the name of Sigma Drug Mart opened across the street at 2 Dufferin Street, Tilbury, Ontario.²³

vii. The owner of the premise of 2 Dufferin Street, Tilbury, Ontario is JG Tilbury Inc. (“**JG Tilbury**”). A corporate profile search of JG Tilbury indicates that Diep Nguyen was appointed its director and officer on July 29, 2020. However, a point in time search of JG Tilbury indicates that Gerges was the director and officer of JG Tilbury from September 6, 2018 to July 29, 2020. Copies of the title search, corporate profile search and

²¹ First Report at para 15. I note that the Lender did not consent to this transaction.

²² Proposed Receiver’s Report at para 9.

²³ Proposed Receiver’s Report at para 10 and 11.

point in time search of JG Tilbury are attached to the First Report as Appendix "6".²⁴

- viii. Sigma Drug Mart received its accreditation number from OCP on January 18, 2021, approximately a week before Spergel was appointed as receiver of JM Westview.²⁵
- ix. The director, designated manager and pharmacist of Sigma Healthcare Inc. is Samir Shenoda.²⁶
- x. Subsequent to the discovery of JM Westview's closure, Spergel was advised by Skarlet Baba, an employee of the Olde Walkerville Pharmacy (over which Spergel is appointed receiver), that John Gerges sold JM Westview to Samir Shenoda and that all of the patients and drug inventory were moved over to Sigma Drug Mart.²⁷
- xi. The financial statements of JM Westview for the period from June 1, 2019 to May 31, 2020 indicate that JM Westview's total revenue was approximately \$1,339,000. In addition, the prescription sales total report for the period from January 1, 2020 to August 26, 2020 indicated that it generated total prescription sales of approximately \$775,000 during that period.²⁸

²⁴ First Report at para 16.

²⁵ Proposed Receiver's Report at para 11c.

²⁶ Proposed Receiver's Report at para 11a.

²⁷ Proposed Receiver's Report at para 11.

²⁸ Proposed Receiver's Report at para 13.

- xii. On January 26, 2021, Spergel asked John Gerges to explain when the pharmacy closed, what happened to the inventory and what happened to the patient list and script count at the time of closing. John Gerges did not respond to Spergel's inquiry.²⁹
- xiii. Notwithstanding the closure of JM Westview, on February 1, 2021, Spergel received an email from the pharmaceutical supplier, McKesson, providing a statement of account related to JM Westview. The statement of account indicated an outstanding balance to McKesson of \$102,995.31. In an email to Spergel, McKesson confirmed that they sent their last shipment to JM Westview in December 2020. The goods shipped in December, among all the other inventory of the pharmacy, remain unaccounted for. Based on the transcript evidence, I believe all such goods, inventory and prescription drugs were surreptitiously transferred to Sigma Pharmacy.

SJ East (aka Brighton Pharmacy)

61. In respect of SJ East, Spergel reported as follows:
- i. SJ East was carrying on business as Brighton Global Health Pharmacy ("**Brighton Pharmacy**") from the leased premises at 12 Elizabeth Street, Brighton Ontario.³⁰

²⁹ First Report at para 17.

³⁰ First Report at para 3.

- ii. On August 15, 2021, in an email to Spergel, in the context of a summary document of the action items for each of the pharmacies, including SJ East, John Gerges stated:

Brighton Pharmacy

- a. Purchased this store with Diep Nguyen June 2017
- b. The only issue we got the telus notice In March, since this is a big store it was a large loss for us.
- c. Purchaser has negotiated to purchase a building across the street, this is additional to the construction costs as well.

A copy of this email is attached to the First Report as Appendix “3”.

- iii. On October 27, 2021, Gerges wrote to Spergel: “Brighton: Anoop [Gupta] had proposed [to] purchase and moving [sic] to obtain new Telus number. Anoop trying to obtain alternative financing.” A copy of this email is attached to the First Report as Appendix “5”.
- iv. On January 22, 2021, Spergel reviewed the status of the Brighton Pharmacy on the OCP’s website, which revealed that the Brighton Pharmacy stopped operating on November 25, 2020.³¹
- v. On January 22, 2021, Spergel attended at the Brighton Pharmacy to conduct an inspection. During the inspection, Spergel found that “the Brighton Pharmacy was closed” and that “all of the shelves were cleared out.”³²

³¹ Proposed Receiver’s Report at para 14.

³² Proposed Receiver’s Report at para 14.

- vi. Spergel reports that it was advised that the Brighton Pharmacy had moved across the street to the New Brighton Pharmacy located at 19 Elizabeth Street, Brighton, Ontario.³³ Consequently, Spergel attended at the New Brighton Pharmacy and met with Ann-Marie Creighton, the Front Store Manager, who advised that the New Brighton Pharmacy used to be located at the SJ East Premises, however, they started transitioning to the New Brighton Pharmacy Premises in October 2020.³⁴
- vii. Spergel sent letters to both Anoop Gupta and Diep Nguyen asking them to advise, amongst other things, of the following:
- a) When did the Mill Street Pharmacy close?
 - b) What happened to the inventory of drugs on hand at the time of closing?
 - c) What happened to the patient list / script count available to the Mill Street Pharmacy at the time of closing?

Copies of Spergel's letters are attached to the First Report as Appendix "11" and Appendix "13".

- viii. A review of the status of the New Brighton Pharmacy on OCP's website revealed that:
- (i) the New Brighton Pharmacy is owned by Anoop Brighton Pharmacy Inc. The director of Anoop Brighton Pharmacy Inc. is Anoop Gupta, who is also the designated pharmacist and manager at the Brighton Pharmacy; and

³³ Proposed Receiver's Report at para 15.

³⁴ Proposed Receiver's Report at para 16.

- (ii) the New Brighton Pharmacy received its accreditation number from OCP on October 7, 2020;³⁵

- ix. A search of Facebook page of the Brighton Pharmacy indicated that the Brighton Pharmacy was operating from the New Brighton Pharmacy premises. A copy of the screenshot of the Facebook page of the Brighton Pharmacy is attached to the Proposed Receiver's Report as Appendix "6".

- x. Based on the financial statements of SJ East for the period from April 1, 2019 to March 31, 2020, SJ East's total revenue was approximately \$1,700,000. In addition, the prescription sales total report for the period from January 1, 2020 to September 4, 2020 extracted from Fillware (the drug dispensing software utilized by the Brighton Pharmacy) indicated that it generated total prescription sales of approximately \$1,127,000 during that period. Copies of the SJ East 2020 Financials and the SJ East Internal Sales Report are attached to the proposed Receiver's Report as Appendix "7".³⁶

St. Mary (aka Cooksville Pharmacy)

62. In respect of St. Mary, Spergel reported as follows:

- i. St. Mary was operating as "**Cooksville Pharmacy**" from 3035 Hurontario Street, Mississauga, Ontario.³⁷

³⁵ Proposed Receiver's Report at para 17.

³⁶ Proposed Receiver's Report at para 19.

³⁷ Proposed Receiver's Report at para 20.

- ii. On January 25, 2021, Spergel attended at St. Mary's to conduct an inspection and found that the pharmacy was closed, all of the shelves were cleared out, and there was a "For Lease" sign on the door.³⁸

The Unauthorized Transfers of the Lender's Collateral

63. I believe that the examinations and email communication from Anoop Gupta described below unequivocally confirm the Receiver's reported preliminary findings; that is, without the Lender's consent, the property of the Liquidated Pharmacies was improperly transferred to the Replacement Pharmacies. The Replacement Pharmacies are not subject to the Lender's security, and the Lender has not received any sale proceeds for the Liquidated Pharmacies.

64. SJ East and JM Westview were assigned into bankruptcy, and Spergel was appointed as their trustee in bankruptcy, on February 11, 2021. St. Mary was assigned into bankruptcy, and Spergel was appointed as St. Mary's trustee in bankruptcy, on February 12, 2021.

65. Pursuant to Section 163(1) of the BIA, Spergel examined under oath certain employees of the Liquidated Pharmacies, as described below.

³⁸ Proposed Receiver's Report at para 21.

JM Westview (aka Mill Street Pharmacy)

Amy Bellaire

66. Amy Bellaire, a former employee of JM Westview (Mill Street Pharmacy), was examined on May 28, 2021 by Brendan Bissell of Goldman Sloan Nash and Haber, counsel for Spergel. A transcript from the examination is attached as **Exhibit “Z”**.

67. During the examination, when asked about the closure of the Mill Street Pharmacy, Ms. Bellaire deposed:

- i. the pharmacy closed in a “very sudden, last-minute” manner on January 15, 2021;³⁹
- ii. the pharmacist on duty on January 15, 2021, Imelda Castillo, received a phone call and then suddenly directed her (Ms. Bellaire) and another employee, Sophie Lalonde, to pack up the pharmacy. Ms. Bellaire believed the phone call was from John Gerges;⁴⁰
- iii. all of the inventory, including the pharmaceuticals, the patient records, and computers were packed up;⁴¹
- iv. Ms. Bellaire was “asked to move everything across the street into the new pharmacy”, (Sigma Drug Mart, owned by Samir Shenoda);⁴²

³⁹ Question 9 at page 4.

⁴⁰ Questions 13-18 at pages 5-6; Questions 21-22 at page 7; Question 28 at page 8.

⁴¹ Question 31 at page 8.

⁴² Question 36 at page 9.

- v. “John [Gerges] had hired somebody with a pickup truck” to move “everything across the road;”⁴³
- vi. Sigma Drug Mart opened its door on January 18, 2021;⁴⁴
- vii. Ms. Ballaire started working at the Sigma Drug Mart in the same role she had at Mill Street Pharmacy;⁴⁵
- viii. there were three (3) employees of Mill Street Pharmacy – Amy Ballaire, Sophie Lalonde and Imelda Castillo – all of whom transferred their employment to Sigma Drug Mart;⁴⁶
- ix. “everything that was removed from the Mill Street Pharmacy was all transferred and moved into the new building [Sigma Drug Mart];”⁴⁷
- x. there were signs at the Mill Street Pharmacy, including on the front door, to customers that the pharmacy had moved across the street to Sigma Drug Mart;⁴⁸
- xi. Sigma Drug Mart effectively dealt the same prescriptions to the same customers that Mill Street Pharmacy had; and⁴⁹
- xii. at the time Mill Street Pharmacy was closed on January 15, 2021, it was fully stocked up with inventory, including pharmaceuticals.⁵⁰

⁴³ Question 39 at pages 9-10.

⁴⁴ Question 60 at page 14.

⁴⁵ Questions 59, 64, 69-70, at pages 14-16.

⁴⁶ Questions 76-78 at pages 17-18.

⁴⁷ Question 86 at page 21.

⁴⁸ Questions 88, 90 at page 21.

⁴⁹ Question 92 at page 22.

Sophie Lalonde

68. Sophie Lalonde, a former employee of JM Westview (Mill Street Pharmacy), was interviewed on May 28, 2021 by Brendan Bissell of Goldman Sloan Nash and Haber LLP, counsel for Spergel. A transcript from the examination is attached as **Exhibit “AA”**.

69. During the examination, when asked about the closure of the Mill Street Pharmacy, Ms. Lalonde said:

- i. on January 15, 2021, she was asked to move “the pharmacy” on “very short notice;”⁵¹
- ii. John Gerges directly called her to ask her to assist with the move;⁵²
- iii. John Gerges told her “the [Mill Street] Pharmacy was sold and that we are moving across the way [to Sigma Drug Mart], and start working for a new owner;”⁵³
- iv. the move to Sigma Drug Mart completed on the weekend of January 15, 2021 (*i.e.*, January 15 – 17, 2021). She started working at Sigma Drug Mart on Monday, January 18, 2021 in the same role she previously had at the Mill Street Pharmacy;⁵⁴

⁵⁰ Question 126 at page 28; Question 133 at page 30.

⁵¹ Question 12 at page 5.

⁵² Questions 14-16 at page 5.

⁵³ Questions 18-19 at page 6.

⁵⁴ Questions 24-26 at page 7.

- v. Mill Street Pharmacy was fully stocked at the time of the move to Sigma Pharma;⁵⁵
- vi. everything in Mill Street Pharmacy was brought over to Sigma Drug Mart, including all pharmaceuticals, over the counter items, computers, as well as electronic and physical patient records;⁵⁶
- vii. the customers at Sigma Drug Mart were “mostly the same” as those at Mill Street Pharmacy;⁵⁷ and
- viii. after January 18, 2021, she would walk over to the Mill Street Pharmacy to collect faxes and she would bring them back to Sigma Drug Mart.⁵⁸

St. Mary (aka Cooksville Pharmacy)

Elmaine Chow

70. Elmaine Chow, a former employee of St. Mary (Cooksville Pharmacy), was interviewed on May 28, 2021 by Joel Turgeon of Goldman Sloan Nash and Haber LLP, counsel for Spergel. A transcript from the examination is attached as **Exhibit “BB”**.

71. During the examination, when asked about the closure of St. Mary, Ms. Chow said:

- i. in November 2020, St. Mary moved to Capital Pharmacy;⁵⁹

⁵⁵ Question 30 at page 8.

⁵⁶ Questions 33-36 at page 9; Question 38 at page 10.

⁵⁷ Question 41 at page 10.

⁵⁸ Questions 49-52 at page 12.

- ii. approximately a week or so before the move, she was instructed to provide notices to customers with their prescriptions informing them the pharmacy was moving up the street to Capital Pharmacy;⁶⁰
- iii. she was also told to call customers of St. Mary to guide them to Capital Pharmacy to pick up their prescription;⁶¹
- iv. all of the inventory of St. Mary was moved to Capital Pharmacy;⁶²
- v. before the move in November 2020, the location of Capital Pharmacy was an electronics store. There was no pharmacy there prior to Capital Pharmacy opening in November 2020;⁶³
- vi. Capital Pharmacy tried to retain the customers of St. Mary. Patients were reassured that the Capital Pharmacy “is the same staff...[Capital Pharmacy] has all the historical records...”;⁶⁴ and
- vii. when clients called St. Mary’s their call would be automatically transferred to the phone line for Capital Pharmacy;⁶⁵

SJ East (aka Brighton Pharmacy)

72. The OCP provided to the Receiver two emails the OCP received from Anoop Gupta. In the emails, Anoop confirms that all of the patient files and inventory were

⁵⁹ Questions 139, 142 at page 28.

⁶⁰ Question 152 at pages 31-32; Questions 156 -157 at page 33.

⁶¹ Question 154 at page 32 ; Question 192 at pages 39-40.

⁶² Question 173 at pages 35-36.

⁶³ Question 187 at page 38.

⁶⁴ Question 199 at page 41.

⁶⁵ Questions 201, 203 at page 45.

transferred from the SJ East (owned by Diep Nguyen) to the New Brighton Pharmacy (owned by Anoop Gupta). In light of Anoop Gupta's written admissions to the transfers, Spergel did not conduct examinations of SJ East's employees.

73. Upon reviewing the transcripts, the Lender registered financing statements under the PPSA against each of the Replacement Pharmacies.

Failure to Notify the OCP

74. I am advised by Asim Iqbal of Miller Thomson LLP, counsel to the Lender, that under [OCP By-Laws, Section 17.4.1](#) requires that a pharmacy has 30 days from the date of closing to provide a Pharmacy Closing Statement:

17.4 Filing of Information for Closing Pharmacies.

17.4.1 Subject to subparagraph 17.4.2, every person who permanently closes a pharmacy, shall, within seven (7) days of closing the pharmacy, notify the Registrar of the closing and within thirty (30) days of the closing shall file with the Registrar a signed statement setting out:

- (a) the date of closing;
- (b) the disposition of the drugs in stock in the pharmacy at the time of closing;
- (c) the disposition of the prescription files, drug registers and other records required to be kept under the Drug and Pharmacies Regulation Act or the Drug and Pharmacies Regulation Act Regulations; and
- (d) the date on which all signs and symbols relating to the practice of pharmacy either within or outside the premises were removed.

75. Not surprisingly, none of the Liquidated Pharmacies informed the OCP of their apparent closure.

76. I am advised by Phil Gennis of Spergel that Mr. Gennis corresponded with the OCP who confirmed that, according to its records, JM Westview (Mill Street Pharmacy) closed on March 31, 2021. Until the date of the OCP's correspondence, JM Westview had not filed a Pharmacy Closing Statement addressing the disposition of controlled substances, prescription drugs, non-prescription drugs and patient records. Attached as **Exhibit "CC"** is a true copy of the correspondence sent to me by Mr. Gennis.

77. I am advised by Phil Gennis of Spergel that Mr. Gennis corresponded with the OCP who provided to Mr. Gennis copies of correspondence from Mr. Gupta to the OCP confirming that that the patient files and inventory was transferred from SJ East to the New Brighton Pharmacy on or about November 8, 2020. Attached as **Exhibit "DD"** is a true copy of the correspondence sent to me by Mr. Gennis.

78. I am advised by Phil Gennis of Spergel that Mr. Gennis corresponded with the OCP who confirmed that, according to its record, St. Mary (Cooksville Pharmacy) closed November 30, 2020. Until the date of the OCP's correspondence, St. Mary had not filed a Pharmacy Closing Statement addressing the disposition of controlled substances, prescription drugs, non-prescription drugs and patient records. Attached as **Exhibit "EE"** is a true copy of the correspondence sent to me by Mr. Gennis.

79. In each case, the filing deadlines described above were breached.

John Gerges Attempts to Mislead the Court

80. I believe the transcript evidence confirms that John Gerges orchestrated the surreptitious transfers from the Liquidated Pharmacies to the Replacement Pharmacies, and Anoop Gupta and Samir Shenoda unjustly benefited from them.

81. In his January 30, 2021 affidavit, sworn in these proceedings, John Gerges swore that Anoop Gupta and Samir Shenoda “took advantage” of his situation, and independently setup shop across the street and hired his employees:

5. The events surrounding each of SJ East and JM Westview resulted from failed transactions in which the purchasers were, for a period of time, willing to work with Diep Nguyen in respect of SJ East and myself in respect of JM Westview. In each case the purchasers had approached the Bank to arrange financing that would effectively rollover the existing SJ East and JM Westview loans into the Purchaser’s new companies. All of this was in furtherance of the Bank’s stated goal of me personally no longer owing these Bank financed pharmacies

6. However the Bank ultimately refused to approve either Purchaser. Unfortunately, in the pharmacy business the barrier to entry is minimal for a qualified pharmacist and in each case, the proposed purchaser took advantage of the materially weakened financial position of SJ East and JM Westview and simply opened across the street and recruited store employees. In the case of Anoop, Anoop had worked at Brighton pharmacy for years before Diep Acquired it, and had a difficult relationship with Diep throughout, making the sale negotiations very difficult.

7. The Brighton facebook page was started by some employees of the pharmacy before Diep acquired it in June 2017, and has been run by them ever since. Those employees are now working with Anoop, and are extremely loyal to him due to the long standing relationship together.

8. My negotiations with Samir were not dissimilar and he too took advantage of JM Westview’s weakened competitive position and loss of Telus once the Bank refused to finance his acquisition of the JM Westview business, by opening in competition across the street and hiring JM Westview’s existing staff. JM Westview is not closed, its systems are operational and it remains registered to do business if the receiver chooses to do so.

82. I believe these sworn statements by John Gerges are false and misleading.

83. Firstly, I believe that the transcript evidence and interconnected relationships of Samir Shenoda, Diep Nguyen, John Gerges and Anoop Gupta confirm they are non-arms' length parties.

84. Secondly, based on the transcript evidence, no employee was "poached" by either of Anoop Gupta or Samir Shenoda. Rather, at the direction of John Gerges, all the employees were transferred overnight to the Replacement Pharmacies.

85. Thirdly, the employees of JM Westview and St. Mary all testified that John Gerges directed the transfers and moves from these Liquidated Pharmacies to Sigma Drug Mart and Capital Pharmacy, respectively.

86. Fourthly, Anoop Gupta confirmed in writing that the patient files and inventory were transferred to the New Brighton Pharmacy.

Need for the Appointment of an Interim Receiver over Replacement Pharmacies

87. The Lender's collateral was improperly transferred to the Replacement Pharmacies without the Lender's consent. The Replacement Pharmacies are not subject to the Lender's security.

88. John Gerges directed these surreptitious transfers from the Liquidated Pharmacies to the Replacement Pharmacies, causing significant prejudice to the

Lender's recovery. John Gerges and his associates have on multiple occasions disregarded the Lender's interest. I believe they have misled the Lender and the Court

89. The Lender cannot trust John Gerges, Diep Nguyen, Samir Shenoda or Anoop Gupta to consider the Lender's interests. I also believe that the Court cannot trust them to tell the truth, preserve the status-quo, or abide by its Orders.

90. For the reasons set out in this Affidavit, I believe the appointment of an Interim Receiver over each of the Replacement Pharmacies to protect the Lender's collateral is just and convenient.

91. Spergel has consented to act as Interim Receiver for the Replacement Pharmacies.

Full and Frank Disclosure

92. This section sets out certain additional facts for the purpose of what I believe to be a full and frank disclosure of the materially relevant facts.

93. Through the course of these receivership proceedings, the Lender has received payments from John Gerges and from his related parties amounting to approximately \$2,885,735, as repayment of certain loans. These payments were made in connection with consensual arrangements between the Lender and the applicable debtor or guarantor either under a Forbearance Agreement, or pursuant to the terms of consent Endorsements issued from time to time within these receivership proceedings.

94. In addition to these receivership proceedings, the Lender commenced actions against the guarantors of certain of the Respondents (the “**Guarantee Actions**”). The guarantors that have filed Statements of Defence and Counterclaim make coordinated and duplicative allegations that the Lender has acted improperly. The Lender denies such allegations, and they will be addressed in due course in the Guarantee Actions. Attached as **Exhibit “FF”** are copies of the Statements of Claim, Statements of Defence and Counterclaim, and Reply and Statement of Defence to Counterclaims filed in the applicable Guarantee Actions.

95. As described above, the Other Shenoda Pharmacy is a pharmacy obligated to the Lender under a promissory note, which is secured by a general security agreement. Samir Shenoda and John Gerges each own 50% of the Other Shenoda Pharmacy. Initially, the Other Shenoda Pharmacy was a Respondent in these receivership proceedings, but the Lender withdrew its application against the Other Shenoda Pharmacy on a without prejudice basis. The Other Shenoda Pharmacy did not execute a forbearance agreement with the Lender. To date, the Other Shenoda Pharmacy has remained current on its principal and interest payments owing to the Lender on its loans.

96. In light of the transcript evidence and Samir Shenoda’s affiliation with the surreptitious transfers of JM Westview and St. Mary into Sigma Pharmacy and Capital Pharmacy, respectively, the Lender is considering its enforcement options in respect of the Other Shenoda Pharmacy.

Removal of 1951584 Ontario Inc. as Applicant

97. One of the Applicants in this proceeding is 1951584 Ontario Inc. (“195”).

98. The Lender holds a service agreement with 195, successor of Desante Financial Services Inc. and Maxium Financial Services Inc. by amalgamation such that employees of CWB administer 195’s portfolio.

99. The loans owing to 195 by the Respondents and/or their related have been paid in full, with the remaining obligations owing to the Lender. Accordingly, the Lender requests that the title of proceedings be amended to remove 195 as an Applicant from these proceedings.

Conclusion

100. For the reasons described in this Affidavit, I believe the appointment of an Interim Receiver over the property, assets and undertakings of the Replacement Pharmacies is necessary and appropriate.

SWORN BEFORE ME via video-conference with the deponent in the Town of Bryn Mawr, Pennsylvania, and the Commissioner in the City of Toronto, Ontario, this 3rd day of August, 2021

A Commission _____ Affidavits (or as may be)

DocuSigned by:
Asim Iqbal

6F056F5F3BC8405...

Asim Iqbal

DocuSigned by:

[Signature]
1F437A73DB884D4...

EDWARD HOPKINSON

This is Exhibit "A" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Asim Iqbal
6F056F5F3BC8405...

Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date	
2583643	SJ EAST PHARMA INC.	2017/06/20	
		Jurisdiction	
		ONTARIO	
Corporation Type	Corporation Status	Former Jurisdiction	
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE	
Registered Office Address	Date Amalgamated	Amalgamation Ind.	
12 ELIZABETH STREET	NOT APPLICABLE	NOT APPLICABLE	
BRIGHTON ONTARIO CANADA K0K 1H0	New Amal. Number	Notice Date	
	NOT APPLICABLE	NOT APPLICABLE	
Mailing Address	Letter Date		
12 ELIZABETH STREET	NOT APPLICABLE		
BRIGHTON ONTARIO CANADA K0K 1H0	Revival Date	Continuation Date	
	NOT APPLICABLE	NOT APPLICABLE	
	Transferred Out Date	Cancel/Inactive Date	
	NOT APPLICABLE	NOT APPLICABLE	
	EP Licence Eff.Date	EP Licence Term.Date	
	NOT APPLICABLE	NOT APPLICABLE	
	Number of Directors Minimum Maximum	Date Commenced in Ontario	Date Ceased in Ontario
	00001 00010	NOT APPLICABLE	NOT APPLICABLE
Activity Classification			
NOT AVAILABLE			

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2583643	SJ EAST PHARMA INC.

Corporate Name History	Effective Date
SJ EAST PHARMA INC.	2017/06/20

Current Business Name(s) Exist:	YES
Expired Business Name(s) Exist:	NO

Administrator: Name (Individual / Corporation)	Address
DIEP NGUYEN	2088 LAWRENCE AVENUE WEST Suite # 309 TORONTO ONTARIO CANADA M9N 3Z9

Date Began	First Director	
2017/06/20	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2583643	SJ EAST PHARMA INC.

Administrator: Name (Individual / Corporation)	Address
DIEP NGUYEN	2088 LAWRENCE AVENUE WEST Suite # 309 TORONTO ONTARIO CANADA M9N 3Z9

Date Began	First Director	Resident Canadian
2017/06/20	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	TREASURER	Y

Administrator: Name (Individual / Corporation)	Address
DIEP NGUYEN	2088 LAWRENCE AVENUE WEST Suite # 309 TORONTO ONTARIO CANADA M9N 3Z9

Date Began	First Director	Resident Canadian
2020/03/02	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	PRESIDENT	

CORPORATION PROFILE REPORT

Ontario Corp Number

2583643

Corporation Name

SJ EAST PHARMA INC.

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

DIEP
NGUYEN

Address

2088 LAWRENCE AVENUE WEST
Suite # 309
TORONTO
ONTARIO
CANADA M9N 3Z9

Date Began

2020/03/02

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2583643	SJ EAST PHARMA INC.

Last Document Recorded		
Act/Code	Description	Date
CIA	ANNUAL RETURN 2020	2020/07/12 (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.

This is Exhibit "B" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

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Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

FIXED RATE PROMISSORY NOTE – VARIABLE PAYMENTS

\$2,465,450.00
PRINCIPAL

CWB Maxium Financial Inc.
Suite #1 – 30 Vogell Road
Richmond Hill, Ontario
L4B 3K6

July 25 2017
DATE

1. PROMISE TO PAY AND INTEREST

For value received, SJ East Pharma Inc. (referred to in this Promissory Note (the "Note") as "you", "your" and "yours") with offices located at 12 Elizabeth Street, Brighton, ON K0K 1H0 promises to pay to CWB Maxium Financial Inc. and/or its successors and assigns (referred to in this Note as "we", "our", "ours" and "us"), the sum of Two Million Four Hundred Sixty Five Thousand Four Hundred Fifty Dollars and Zero Cents (\$2,465,450.00) ("Principal") in lawful money of Canada, with interest calculated and compounded monthly not in advance at 5.95% per annum ("Interest Rate") ("Interest") and interest on overdue Interest at 18% per annum. In the event the Principal balance, if any, is not paid in full at maturity, Interest shall accrue on the outstanding Principal thereafter amount at the rate of 18% per annum until paid. Provided that if such rate of interest exceeds the maximum permitted by law, the interest on overdue Interest shall be the maximum rate permitted by law.

2. CALCULATION OF INTEREST AND REPAYMENT

Interest shall be computed from the day the Principal is advanced (the "Commencement Date"). Principal and Interest shall be paid on the 1st day of each and every month commencing on the 1st day of September 2017 and up to and including the 1st day of August 2022 ("Term Date") when the balance, if any, of the Principal and Interest shall be paid. Principal and Interest shall be repaid in 60 consecutive monthly instalments as set out in the Schedule of Instalments below (the "Instalments").

No. of Instalments	Date From (inclusive)	Date To (inclusive)	Amount of Each Instalment
60	September 1, 2017	August 1, 2022	\$27,336.40
1	August 1, 2022	August 1, 2022	\$1,415,692.14

Each Instalment under this Note shall be applied first in payment of Interest and the balance, if any, shall be applied in reduction of Principal. Your obligations under this Note shall be absolute and unconditional and shall not be subject to any counter-claim, set-off or other claim whatsoever of yours against us.

3. ACCELERATION

In the event that (a) you default in making any payment when due hereunder or under any other agreement with us, (b) you fail to observe or perform any other covenant or obligation herein or in any other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (d) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (e) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (f) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Commencement Date, you shall be required to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the present value of all Instalments required to be paid to and including the Term Date that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which the Instalments would otherwise be payable to the date of calculation, at the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the period of time remaining hereunder at such time to the Term Date, and all other accrued and then unpaid Interest.

4. NON-WAIVER

The extension of the time for making any payment which is due and payable under this Note at any time or times or the failure, delay or omission on our part to exercise or enforce any of our rights or remedies hereunder or under any instrument securing payment of the indebtedness evidenced by this Note shall not constitute a waiver of our right to enforce such rights and remedies thereafter.

5. INTEREST ACT

For the purposes hereof, whenever interest is calculated on the basis of a period other than a calendar year (the "Relevant Period"), each rate of interest determined pursuant to such calculation expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the Relevant Period.

6. OTHER INFORMATION

You will from time to time provide us with any information or document which we may reasonably request. You authorize us to conduct credit investigations and authorize us to release any credit information to credit reporting agencies and any of our assignees.

7. NOTICE

Notice must be in writing. Any document in connection with this Note will be considered to have been delivered to or served upon, and received by, you or us upon the earlier of actual receipt by an employee or an officer of the receiving party and (if mailed and there has been no interruption of postal service) the expiry of 10 days after the date the document was posted by prepaid ordinary mail to the receiving party's address as set out on the first page of this Note (or such other address as the receiving party may have last notified the sender).

8. LANGUAGE

It is your wish and ours that this Note and all related documents be drawn up and signed in English. C'est votre désir et le notre que le présent Contrat et tous documents s'y rapportant soient rédigés et signés en anglais.

9. MISCELLANEOUS

(a) Time is of the essence in respect of this Note. (b) This Note will be governed by and construed in accordance with the laws of the province or territory where you are located. (c) This Note is the entire agreement between you and us with respect to the subject matter hereof and may be varied only by written documents signed by both parties. (d) If more than one person, firm, or corporate body signs this Note as the borrower, each is jointly and severally liable (which allows us, at our option, to require performance or payment of all obligations under this Note from any one of them or a portion from each). (e) A provision of this Note which is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. (f) You may not assign your rights and obligations under this Note, unless we give you our prior written approval. We may assign, in our sole discretion at any time, without your consent, our right, title and interest in this Note. You hereby consent to the delivery by us to any prospective assignee of such information concerning you as may be in our possession and requested by such assignee. Upon notice of an assignment you shall unconditionally pay to our assignee all instalment payments and other amounts due hereunder and shall not assert any defense against our assignee in any action for instalment payments or other amounts due and payable hereunder and you will not assert against our assignee any claim by way of abatement, defense, set-off, compensation or the like. (g) You agree to make payments under a pre-authorized payment plan which may be withdrawn on or about each Instalment payment due date, including arrears or other penalties which may be withdrawn at any time without notice. (h) You hereby waive the benefits of division and discussion, demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note. (i) You have received a copy of this Note.

SJ East Pharma Inc.

BY: _____

Name: JOHN CHERIES

Title: PRESIDENT

BY: _____

Name:

Title:

LETTER OF DIRECTION

To: **CWB MAXIUM FINANCIAL INC. ("CWB MAXIUM")**


Re: Fixed Rate Promissory Note dated JUL 25 2017

Please accept this Letter of Direction as your good and sufficient authority to make the following payments from the proceeds of the above noted agreement:

<u>Payee</u>	<u>Amount</u>
CWB MAXIUM FINANCIAL INC. Re: SJ East Pharma Inc.	
CWB Maxium Administration Fee	\$450.00

Dated this 21 day of July, 2017

SJ East Pharma Inc.

By: 
Name: JOHN GERLEW
Title: PRESIDENT

By: _____
Name: _____
Title: _____

LETTER OF DIRECTION

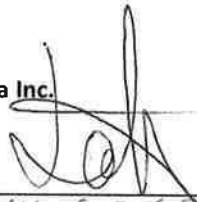
To: **CWB MAXIUM FINANCIAL INC. ("CWB MAXIUM")**

Re: Fixed Rate Promissory Note dated JUL 25 2017

Please accept this Letter of Direction as your good and sufficient authority to make the following payments from the proceeds of the above noted agreement:

<u>Payee</u>	<u>Amount</u>
Goldstein & Grubner – In trust Re: SJ East Pharma Inc.	
Proceeds of Loan- Pharmacy Purchase	\$2,465,000.00

Dated this 21 day of July 2017

SJ East Pharma Inc.

By: _____
Name: JOHN GERAGOS
Title: PRESIDENT

By: _____
Name:
Title:

AMENDING AGREEMENT

BETWEEN: SJ East Pharma Inc.
12 Elizabeth Street
Brighton, ON
K0K 1H0 (hereinafter called the “Borrower”)

AND CWB MAXIUM FINANCIAL INC.
30 Vogell Rd, Unit #1
Richmond Hill, ON
L4B 3K6 (hereinafter called “CWB Maxium”)

WHEREAS the parties hereto have entered into Promissory Note DFSPN1-1 dated July 25, 2017 (the “Promissory Note”) pursuant to which the CWB Maxium has provided certain financing, as set out therein, to the Borrower;

AND WHEREAS the parties have agreed to amend the payment stream on the Promissory Note to defer payments as set out in the Promissory Note as provided herein;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the payment stream as set forth in the Promissory Note is hereby amended to the following:

Revised Payment Stream:

No. of Instalments	Date From (inclusive)	Date To (inclusive)	Amount of Each Instalment
31	September 1, 2017	March 1, 2020	\$27,336.40
3	April 1, 2020	June 1, 2020	\$0.00
26	July 1, 2020	August 1, 2022	\$27,336.40
1	August 1, 2022	August 1, 2022	\$1,509,418.90

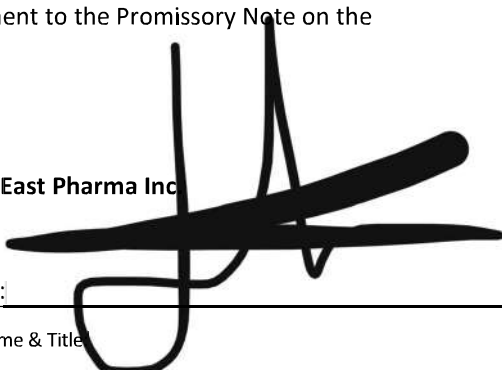
Except as set out herein, all other terms and conditions of the Promissory Note shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to the Promissory Note on the 7th day of April, 2020.

CWB MAXIUM FINANCIAL INC.

SJ East Pharma Inc

By: _____
Name & Title:

By:  _____
Name & Title:

General Security Agreement

Customer: SJ East Pharma Inc.

Date: July 21, 2017

SECURITY INTEREST

In consideration of our dealing with or continuing to deal with you, you grant to us a continuing security interest in all of your Assets and Undertakings (defined below) and an assignment of your Accounts (defined below). The Assets and Undertakings over which you have granted us a security interest hereby, the Accounts assigned to us, together with the Proceeds (defined below) thereof, are herein collectively called the "Collateral". You agree that we have not agreed to postpone the time for attachment of the security interest granted hereby with respect to your presently existing Collateral, that such security interest shall attach to any Collateral acquired after the date hereof as soon as you obtain rights in such Collateral and that value has been given.

INDEBTEDNESS AND LIABILITY SECURED

You agree that the obligations secured by the security interest granted hereby (collectively, the "Obligations") include, without limitation, all your present and future obligations, indebtedness and liability to us, direct and indirect, absolute and contingent, whether matured or not matured, and include all costs and expenses (including legal fees and expenses) incurred by us in connection with our dealings with you.

1. DEFINITIONS OF COLLATERAL

ASSETS AND UNDERTAKINGS - all of your present and after acquired personal property and undertakings including without limitation, Inventory, Equipment, Deposits and Credit Balances, Investment Property, Life Insurance (all as defined herein), all intangible and intellectual property, and all real and immovable property both freehold and leasehold, except for the last day of the term of any lease.

INVENTORY - all presently owned and after acquired goods and other property held for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, or that are raw materials, work in process, or materials used or consumed in your business or profession.

EQUIPMENT - all presently owned and after acquired goods that are owned by you other than Inventory and consumer goods.

DEPOSITS AND CREDIT BALANCES - all monies and credit balances which are now or may hereafter be on deposit with or standing to your credit with us, and/or with any of our subsidiaries and affiliates, up to the amount set out on Schedule A (or all deposit and credit balances, if no amount is set out on Schedule A) and any amount of interest due or accruing due to you in connection with any such deposit or credit balance.

INVESTMENT PROPERTY - all present and future investment property held by you, including securities, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of yours in property or in an enterprise or which constitute evidence of an obligation of the issuer (collectively called "Investment Property") including, without limitation, any Investment Property specifically identified in Schedule A; and all substitutions therefor and, subject to Section 5, dividends and income derived therefrom.

LIFE INSURANCE - the life insurance policy or policies described on Schedule A and any proceeds derived therefrom, and any amounts held by the insurer as pre-paid premiums or for the payment of future premiums.

2. ACCOUNTS

You absolutely assign and transfer to us all debts, accounts, choses in action, claims, demands, and moneys now due, owing, accruing, or which may hereafter become due, owing or accruing to you, together with all rights, benefits, security interests, mortgages, instruments, rights of action, deeds, books and records and documents now or hereafter belonging to you in respect of or as security for any of the foregoing (collectively called "Accounts"). This assignment is and shall be a continuing security to us for the Obligations. All money or any other form of payment received by you in payment of any Accounts shall, following any continuing Event of Default under this Agreement, be received and held by you in trust for us.

3. INVESTMENT PROPERTY

If any of the Collateral consists of Investment Property, (a) you authorize us to transfer such Collateral or any part thereof into our own name or that of our nominee so that we or our nominee may appear of record as the sole owner of such Collateral; provided, that until the occurrence of any continuing Event of Default, we shall deliver promptly to you all notices, statements or other communications received by us or our nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give you or your designee a proxy or proxies to vote and take all action with respect to such Collateral; provided further that after the occurrence of any continuing Event of Default, you waive all rights to be advised of or to receive any notices, statements or communications received by us or our nominee as such registered owner, and agree that no proxy or proxies given to you or your designee by us shall thereafter be effective; and (b) you further agree to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be

necessary or appropriate in order to give us "control" of such Investment Property, as defined in the *Securities Transfer Act, 2006* (Ontario), which "control" shall be in such manner as we shall designate in our sole judgment and discretion, including, without limitation, an agreement by any issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by us, whether before or after the occurrence of any continuing Event of Default, without further consent from you.

4. PROCEEDS

You grant us a security interest on all of your property in any form derived directly or indirectly from any use or dealing with any Assets and Undertakings or Accounts or that indemnifies or compensates for Assets and Undertakings destroyed or damaged (all of which property is herein collectively called "Proceeds"). Proceeds shall be received and held by you in trust for us.

5. INCOME AND INTEREST ON INVESTMENT PROPERTY

Until the occurrence of any continuing Event of Default, you reserve the right to receive all income from or interest on the Collateral consisting of Investment Property, and if we receive any such income or interest prior to the occurrence of any continuing Event of Default, we agree to pay you such income or interest promptly. After the occurrence of any continuing Event of Default, you will not demand or receive any income from or interest on such Collateral, and if you receive any such income or interest, such income or interest shall be held by you in trust for us in the same medium in which received, shall not be commingled with any of your other assets and shall be delivered to us in the form received, properly endorsed to permit collection, not later than the next business day following the day of its receipt. We may apply the net cash receipts from such income or interest to payment of any of the Obligations, provided that we account for and pay over to you any such income or interest remaining after payment in full of the Obligations.

6. COSTS AND EXPENSES

You agree to pay the costs and expenses we incur to enforce this Agreement, register this Agreement or notice of it, repossess, maintain, preserve, repair or sell the Collateral, or appoint a consultant, receiver, receiver and manager or agent, and to pay interest thereon. You also agree to pay all legal costs and fees (including in-house legal fees, charges and expenses), incurred by us to do any of the above or to defend any legal claim or counterclaim by you or others respecting the manner of our enforcement of, or our right to enforce, this Agreement. You will pay the legal fees incurred by us on a solicitor and own client basis.

7. FREE AND CLEAR

You hereby represent and warrant to us that you are the owner of the Collateral free from any hypothec, mortgage, lien, charge, security interest or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party. You hereby covenant and agree to keep the Collateral free and clear of all taxes, assessments, and security or proprietary interests in favour of third parties. You hereby covenant and agree to not sell, give away, part with possession of or otherwise dispose of any part of the Collateral, (except Inventory sold in the normal course of business and obsolete equipment) without our prior written consent

8. INSURANCE

You will, at your cost, keep the Collateral insured from all risk of loss, theft or damage as are customarily insured by businesses in the industry in which you are engaged. If requested, you will provide us with a copy of the insurance policy. The insurance policy will name us as first loss payee and additional insured. We may, in our absolute discretion, pay any premium due on any insurance policy, including any life insurance policy forming part of the Collateral, and the amount of any premium we pay will be added to and form part of the Obligations.

9. LOCATION OF COLLATERAL

You will keep the Collateral at the location or locations set out on Schedule A. You will not remove the Collateral from this location (except in the ordinary course of your business) without

our prior written consent. If no location is set out on Schedule A, you will keep the Collateral at the address shown below your signature to this Agreement.

10. LIMITATION ON OBLIGATIONS OF CWB MAXIMUM

Our sole obligation with respect to the custody, safekeeping and physical preservation of Collateral in our possession shall be to use reasonable care in the custody and safekeeping thereof, and we shall be deemed to have used reasonable care if we deal with such Collateral in the same manner as we deal with similar property for our own account. Neither we nor any of our directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon the Collateral or any part thereof or for any delay in doing so, or shall be under any obligation to sell or otherwise dispose of any Collateral whether at your request or otherwise.

11. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that:

- (a) if applicable, you are a corporation duly existing, or a partnership duly established, under the laws of the jurisdiction of your incorporation or establishment, have all necessary power and authority to own your property and assets, to carry on your business as currently carried on by you and hold all necessary licenses, permits and consents as are required so to own your property and assets and so to carry on business in each jurisdiction in which you do so;
- (b) you have the capacity, power and authority and the legal right to execute and deliver, to perform your obligations under, this Agreement, and have taken all necessary action, corporate or otherwise, to authorize the execution and delivery of this Agreement and the performance of your obligations hereunder;
- (c) this Agreement constitutes a legal, valid and binding obligation of yours enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;
- (d) except for consents which have been obtained and are in full force and effect, no consent of any person is required, or purports to be required, in connection with the execution and delivery of this Agreement by you or the performance of your obligations hereunder;
- (e) the execution and delivery by you of this Agreement and the performance of your obligations hereunder will not violate any applicable law or contractual obligation applicable to you; and
- (f) the representations and warranties set out in clauses (a) through (e) above or in any certificate or other document delivered to us by you or on your behalf are material, shall be deemed to have been relied upon by us notwithstanding any investigation heretofore or hereafter made by us or on our behalf, shall survive the execution and delivery of this Agreement and shall continue in full force and effect without time limit.

12. REPORTING

You will:

- (a) if you are a corporation, a partnership or a sole proprietorship, provide to us accountant-prepared financial statements within 120 days of each of your fiscal year ends;
- (b) if you are a pharmacy, provide to us RX Reports within 120 days of each of your fiscal year ends;
- (c) if you are an individual, provide to us your personal net worth statement upon request by us;
- (d) advise us of any Event of Default immediately upon the occurrence of such event;
- (e) inform us of any actual or probable material litigation and provide us with copies of all relevant documents upon request; and
- (f) provide us with such other information and financial data as we may request from time to time.

13. POSITIVE COVENANTS

You agree to:

- (a) make all payments when due or demanded to us (without any condition, deduction, set-off or holdback) at our address noted above (or any other address that we advise);
- (b) if applicable, maintain your existence as a corporation, partnership, or sole proprietorship, as the case may be, and keep all material agreements, rights, franchises, licences, operations, contracts or other arrangements in full force and effect;
- (c) pay all taxes, which may result in a lien or charge on any of your property and assets;

- (d) maintain, protect and preserve the Collateral in good repair and working condition;
- (e) provide such security as we may require;
- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof;
- (g) permit us or our authorized representatives full and reasonable access to your premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom;
- (h) notify us in writing at least 20 days prior to any change of your name; and
- (i) notify us in writing promptly of any significant loss of or damage to the Collateral; and
- (j) maintain a consolidated Debt Service Coverage Ratio ("DSC Ratio") of at least 1.25x, as at each fiscal year end (where "DSC Ratio" means the ratio of:
(a) as the numerator, the consolidated earnings before interest expenses and other bank charges, amortization and depreciation, any other non-cash expenses, any realized gains and/or losses from the sale of any investments, property or other assets, non-arm's length management fees and salaries paid to related parties and income taxes for the twelve-month period ending at the given fiscal year end, divided by:
(b) as the denominator, the aggregate sum of all bank charges and all principal and interest payments for all debt and capital lease obligations during the twelve-month period for the given fiscal year.)

You also agree (i) to report the DSC Ratio and related calculations to us as part of the financial reporting required under clause 12 (a) and (ii) that all calculations in connection with the DSC Ratio shall be subject to our review, approval and adjustments acting in our sole discretion.

14. NEGATIVE COVENANTS

You will not:

- (a) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to the Collateral, or sign or file under the *Personal Property Security Act* (Ontario) (the "PPSA") or similar registry system of any jurisdiction a financing statement which names you as a debtor, or sign any security agreement authorizing any secured party thereunder to file such financing statement creating a security interest in the Collateral;
- (b) if you are a corporation, a partnership or a sole proprietorship, as the case may be, permit any change of ownership or change your capital structure without our prior written consent, such consent not to be unreasonably withheld;
- (c) transfer your interest in any part of the Collateral not expressly permitted under this Agreement or change the location(s) of the Collateral without our prior written consent;
- (d) make any investment in or acquisition of, or provide any guarantee or other financial assistance to, any other business entity or person without our prior written consent; or
- (e) make any payments or distributions including but not limited to dividends, redemption or retraction payments or any other amounts in respect to any of your common shares, preferred shares or any other outstanding capital stock if there is an outstanding default or Event of Default, or any such payment causes a default or an Event of Default.

15. DEFAULT

You shall be in default under this Agreement upon the happening of any of the following events (each, an "Event of Default"):

- (a) you or any other person liable for the Obligations is in default under any agreement relating to the Obligations or any part thereof;
- (b) you or any other person liable for the Obligations is in default under any other loan, debt or obligation owed to anyone else, subject to the passage of any applicable grace period;
- (c) you fail to perform any of the terms or conditions of this Agreement or any other agreement between you and us;
- (d) you become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for you or for a substantial part of your property without your consent;
- (e) bankruptcy, reorganization or insolvency proceedings shall be instituted by or against you;
- (f) any statement made by you to induce us to extend credit to you was false in any material respect when made, or becomes false;
- (g) anyone takes possession of or applies to any court for possession of the Collateral, or anyone claims to have rights in the Collateral superior to our rights;
- (h) if you are an individual, you are declared incompetent by a court, or you die, or, if you are a partnership, a partner dies;
- (i) you pledge, encumber, mortgage or otherwise create or permit the continued existence of any lien or any other interest or claim including any proprietary or trust interest or

encumbrance claimed by any third party with respect to any of the Collateral, except for any lien granted by you in our favour;

- (j) you incur any indebtedness for borrowed money (including, without limitation, by guaranteeing the obligations of others) outside of the ordinary course of business;
- (k) you fail to deliver to us on a timely basis the financial information required by any agreement between us; or
- (l) any other event occurs which causes us in good faith, to deem ourselves insecure, or to believe that the Collateral, or any part thereof, or the value thereof, is or is about to be placed in jeopardy.

16. REMEDIES

Upon the occurrence of an Event of Default, we may require you to repay any or all of the Obligations in full, whether matured or not, and we may enforce this Agreement by any method permitted by law, and we may exercise any rights and remedies under applicable law, and we may appoint any person, including our employee, to be an agent, a receiver or receiver and manager (the "Receiver") of the Collateral. We and the Receiver shall be entitled to:

- (a) seize and possess the Collateral;
- (b) carry on your business;
- (c) sell, lease or otherwise dispose of the Collateral;
- (d) foreclose on the Collateral;
- (e) in the case of Life Insurance, exercise any options available to you under the Life Insurance;
- (f) demand, sue for and receive Accounts, give effectual receipts and discharges for the Accounts, compromise any Accounts which may seem bad or doubtful to us and give time for payment thereof with or without security;
- (g) make any arrangement or compromise in our interest, or
- (h) take any other action deemed necessary to carry into effect the provisions of this Agreement.

The Receiver shall be your agent and you shall be solely responsible for the Receiver's actions. We shall not be in any way responsible for any misconduct or negligence on the part of the Receiver. If the proceeds of the realization of the Collateral are insufficient to repay us the Obligations in full, then you forthwith shall pay us such deficiency. The rights and powers in this paragraph are supplemental to and not in substitution for any other rights we may have from time to time.

17. POWER OF ATTORNEY

You irrevocably appoint us your attorney, with power of substitution and appointment, to sign for you, at our option, all documents necessary or desirable to permit us to exercise any of our rights and remedies under this Agreement and to complete the Schedule attached hereto, with the right to use your name and to take proceedings in your name.

18. NON WAIVER BY US

Any breach by you of this Agreement or the occurrence of an Event of Default may only be waived by us in writing. Any waiver by us does not mean that any subsequent breach or Event of Default is also waived. Any failure by us to notify you of an Event of Default shall not be deemed to be a waiver of such Event of Default. No course of conduct or omission on our part or on your part shall give rise to any expectation by you that we will not insist on strict compliance with the terms of this Agreement.

19. DEALING WITH SECURITY INTEREST

We may take and give up any of the Collateral or modify or abstain from perfecting or taking advantage of our security interest in the Collateral and otherwise deal with any of the Collateral as we shall see fit without prejudice to your liability or to our rights under this Agreement or at law.

20. PAY ENCUMBRANCES

We or the Receiver may pay any encumbrance that may exist or be threatened against the Collateral. In addition, we or the Receiver may borrow money required for the maintenance, preservation or protection of the Collateral and may grant further security interests in the Collateral in priority to the secured interest created hereby as security for the money so borrowed. In every such case, the amounts so paid or borrowed together with costs, charges, and expenses incurred in connection therewith shall become part of the Obligations, shall bear interest at the highest rate per annum charged by us on the Obligations and shall be secured by this Agreement.

21. PAYMENTS

We shall have the right to appropriate any payment made by you to any of your Obligations as we see fit, and to revoke or alter any such appropriation.

22. DEFINITIONS

In this agreement "you", "your" and "yours" refer to the Customer named above. "We", "our", "ours", and "us" refer to CWB Maxium Financial Inc.

23. CONTINUING EFFECTIVENESS

This Agreement shall be a continuing agreement in every respect, securing the payment of the Obligations. If any part of this Agreement is invalid or void, the remaining terms and provisions of this Agreement shall remain in full force and effect.

24. ACKNOWLEDGEMENT & WAIVER

You acknowledge receipt of a copy of this Agreement. You waive any right you may have to receive a copy of any financing statement, verification statement, or similar document we register or that we may receive by way of confirmation of a security registration in respect of this Agreement or any agreement amending, supplementing or replacing it.

25. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon you, your heirs and your successors and assigns and shall enure to our benefit and to the benefit of our successors and assigns; provided that you shall not assign any of your rights or obligations hereunder without our prior written consent. We may assign our rights under this Agreement without your consent and without providing you notice of such assignment. This Agreement shall continue in full force and effect notwithstanding any change in the composition of or membership of any firm or corporation, which is a party hereto.

26. NOTICES

Any notice required to be given under this Agreement may be delivered directly to you or us or may be sent by prepaid registered mail addressed to our address shown above or your address shown below, or such further address as we or you may notify to the other in writing from time to time, and if so given the notice shall be deemed to have been given on the day of delivery or the day when it is deemed or otherwise considered to have been received for the purposes of the PPSA, as the case may be.

27. DISCHARGE

If you pay us all of the Obligations secured by this Agreement and otherwise observe and perform the terms and conditions hereof, then we shall, at your request and expense, release and discharge the security interest created by this Agreement and execute and deliver to you such deeds and other instruments as shall be required to effect any such release and discharge.

28. ENTIRE AGREEMENT

You acknowledge that this is the entire agreement between you and us and there are no other written or oral representations or warranties, which apply to the Collateral or to this Agreement. This Agreement may only be amended by an agreement in writing signed by us.

29. NO MERGER

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish your liability to make payment of or satisfy the Obligations.

30. FURTHER ASSURANCES

You shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered every such further act, deed, conveyance, instrument, transfer, assignment, security agreement and assurance as we may reasonably require in order to give effect to the provisions and purposes of this Agreement.

31. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

SJ East Pharma Inc.

BY: 

Name: JOHN GEORGES

Title: PRESIDENT

BY: _____

Name: _____

Title: _____

Address: 12 Elizabeth Street, Brighton, ON K0K 1H0

SCHEDULE A

DEPOSITS AND CREDIT BALANCES

Unlimited

INVESTMENT PROPERTY

N/A

LIFE INSURANCE POLICIES

N/A

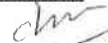

LOCATIONS OF COLLATERAL

12 Elizabeth Street, Brighton, ON K0K 1H0


**RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
SJ East Pharma Inc.**

I, JOHN GERGES, hereby certify under the corporate seal of SJ East Pharma Inc. (the "Company") that:

- (a) I am the duly appointed secretary of the Company,
- (b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from CWB Maxium Financial Inc. ("CWB Maxium") from time to time;
- (c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and CWB Maxium.
- (d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

<u>NAME</u>	<u>OFFICE HELD</u>	<u>SIGNATURE</u>
<u>DIEP NGUYEN</u>	<u>DIRECTOR/TREASURER</u>	
<u>JOHN GERGES</u>	<u>DIRECTOR/PRESIDENT/SECRETARY</u>	

DATED at TORONTO, ON the 21 day of JULY, 2017.



Secretary

This is Exhibit "C" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Asim Iqbal
6F056F5F3BC8405...

Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

RUN NUMBER : 230
 RUN DATE : 2020/08/17
 ID : 20200817100701.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SJ EAST PHARMA INC.
 FILE CURRENCY : 16AUG 2020

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 6

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 729988488

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	002		20170719 1440	1530 9415 P PPSA	10

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME SJ EAST PHARMA INC.

03 ADDRESS 12 ELIZABETH STREET BRIGHTON ONTARIO CORPORATION NO. ON K0K 1H0

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME STONEY CREEK PHARMA INC.

06 ADDRESS 800 QUEENSTON ROAD STONEY CREEK ONTARIO CORPORATION NO. ON L8G 1A7

07 SECURED PARTY / LIEN CLAIMANT CWB MAXIUM FINANCIAL INC.

08 ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B 3K6

09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
	X	X	X	X				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE

12 GENERAL COLLATERAL DESCRIPTION

13 REGISTERING AGENT D+H LIMITED PARTNERSHIP

14 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

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

CONTINUED... 7

This is Exhibit "D" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

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Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2376871	JM WESTVIEW PHARMA INC.	2013/06/12
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
136 HAILSHAM COURT		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
WOODBIDGE		NOT APPLICABLE
ONTARIO		
CANADA L4H 3P1		Notice Date
		NOT APPLICABLE
Mailing Address		Letter Date
14774 WOODBINE AVENUE		NOT APPLICABLE
		Revival Date
		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
STOUFFVILLE		Transferred Out Date
ONTARIO		NOT APPLICABLE
CANADA L0H 1G0		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
Activity Classification	Number of Directors	
NOT AVAILABLE	Minimum	Maximum
	00001	00010
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE

CORPORATION PROFILE REPORT

Ontario Corp Number

2376871

Corporation Name

JM WESTVIEW PHARMA INC.

Corporate Name History

JM WESTVIEW PHARMA INC.

Effective Date

2013/06/12

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

YES - SEARCH REQUIRED FOR DETAILS

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

JOHN
GERGES

Address

14774 WOODBINE AVENUE

STOUFFVILLE
ONTARIO
CANADA L0H 1G0

Date Began

2013/06/12

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2376871

Corporation Name

JM WESTVIEW PHARMA INC.

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

JOHN
GERGES

Address

14774 WOODBINE AVENUE

STOUFFVILLE
ONTARIO
CANADA L0H 1G0

Date Began

2013/06/12

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

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

JOHN
GERGES

Address

14774 WOODBINE AVENUE

STOUFFVILLE
ONTARIO
CANADA L0H 1G0

Date Began

2017/07/21

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

CORPORATION PROFILE REPORT

Ontario Corp Number

2376871

Corporation Name

JM WESTVIEW PHARMA INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2017	1C	2018/04/22 (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.

This is Exhibit "E" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Asim Iqbal

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Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

FIXED RATE PROMISSORY NOTE – VARIABLE PAYMENTS

\$762,022.01
PRINCIPAL

CWB Maxium Financial Inc.
Suite #1 – 30 Vogell Road
Richmond Hill, Ontario
L4B 3K6

AUG 02 2018
DATE

1. PROMISE TO PAY AND INTEREST

For value received, JM Westview Pharma Inc. (referred to in this Promissory Note (the "Note") as "you", "your" and "yours") with offices located at 15 Mill Street East, Tilbury, ON NOP 2L0 promises to pay to CWB Maxium Financial Inc. and/or its successors and assigns (referred to in this Note as "we", "our", "ours" and "us"), the sum of Seven Hundred Sixty Two Thousand Twenty Two Dollars and One Cent (\$762,022.01) ("Principal") in lawful money of Canada, with interest calculated and compounded monthly not in advance at 5.75% per annum ("Interest Rate") ("Interest") and interest on overdue Interest at 18% per annum. In the event the Principal balance, if any, is not paid in full at maturity, Interest shall accrue on the outstanding Principal thereafter amount at the rate of 18% per annum until paid. Provided that if such rate of interest exceeds the maximum permitted by law, the interest on overdue Interest shall be the maximum rate permitted by law.

2. CALCULATION OF INTEREST AND REPAYMENT

Interest shall be computed from the day the Principal is advanced (the "Commencement Date"). Principal and Interest shall be paid on the 1st day of each and every month commencing on the 1st day of September 2018 and up to and including the 1st day of August 2021 ("Term Date") when the balance, if any, of the Principal and Interest shall be paid. Principal and Interest shall be repaid in 36 consecutive monthly instalments as set out in the Schedule of Instalments below (the "Instalments").

No. of Instalments	Date From (inclusive)	Date To (inclusive)	Amount of Each Instalment
36	September 1, 2018	August 1, 2021	\$12,539.17
1	August 1, 2021	August 1, 2021	\$413,714.16

Each Instalment under this Note shall be applied first in payment of Interest and the balance, if any, shall be applied in reduction of Principal. Your obligations under this Note shall be absolute and unconditional and shall not be subject to any counter-claim, set-off or other claim whatsoever of yours against us.

3. ACCELERATION

In the event that (a) you default in making any payment when due hereunder or under any other agreement with us, (b) you fail to observe or perform any other covenant or obligation herein or in any other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (d) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (e) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (f) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Commencement Date, you shall be required to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the present value of all Instalments required to be paid to and including the Term Date that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which the Instalments would otherwise be payable to the date of calculation, at the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the period of time remaining hereunder at such time to the Term Date, and all other accrued and then unpaid Interest.

4. NON-WAIVER

The extension of the time for making any payment which is due and payable under this Note at any time or times or the failure, delay or omission on our part to exercise or enforce any of our rights or remedies hereunder or under any instrument securing payment of the indebtedness evidenced by this Note shall not constitute a waiver of our right to enforce such rights and remedies thereafter.

5. INTEREST ACT

For the purposes hereof, whenever interest is calculated on the basis of a period other than a calendar year (the "Relevant Period"), each rate of interest determined pursuant to such calculation expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the Relevant Period.

6. OTHER INFORMATION

You will from time to time provide us with any information or document which we may reasonably request. You authorize us to conduct credit investigations and authorize us to release any credit information to credit reporting agencies and any of our assignees.

7. NOTICE

Notice must be in writing. Any document in connection with this Note will be considered to have been delivered to or served upon, and received by, you or us upon the earlier of actual receipt by an employee or an officer of the receiving party and (if mailed and there has been no interruption of postal service) the expiry of 10 days after the date the document was posted by prepaid ordinary mail to the receiving party's address as set out on the first page of this Note (or such other address as the receiving party may have last notified the sender).

8. LANGUAGE

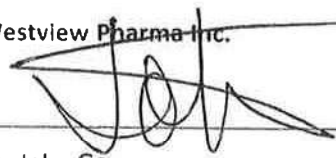
It is your wish and ours that this Note and all related documents be drawn up and signed in English. *C'est votre désir et le notre que le présent Contrat et tous documents s'y rapportant soient rédigés et signés en anglais.*

9. MISCELLANEOUS

(a) Time is of the essence in respect of this Note. (b) This Note will be governed by and construed in accordance with the laws of the province or territory where you are located. (c) This Note is the entire agreement between you and us with respect to the subject matter hereof and may be varied only by written documents signed by both parties. (d) If more than one person, firm, or corporate body signs this Note as the borrower, each is jointly and severally liable (which allows us, at our option, to require performance or payment of all obligations under this Note from any one of them or a portion from each). (e) A provision of this Note which is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. (f) You may not assign your rights and obligations under this Note, unless we give you our prior written approval. We may assign, in our sole discretion at any time, without your consent, our right, title and interest in this Note. You hereby consent to the delivery by us to any prospective assignee of such information concerning you as may be in our possession and requested by such assignee. Upon notice of an assignment you shall unconditionally pay to our assignee all instalment payments and other amounts due hereunder and shall not assert any defense against our assignee in any action for instalment payments or other amounts due and payable hereunder and you will not assert against our assignee any claim by way of abatement, defense, set-off, compensation or the like. (g) You agree to make payments under a pre-authorized payment plan which may be withdrawn on or about each Instalment payment due date, including arrears or other penalties which may be withdrawn at any time without notice. (h) You hereby waive the benefits of division and discussion, demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note. (i) You have received a copy of this Note.

JM Westview Pharma Inc.

BY: _____



Name: John Gerdes

Title: President

BY: _____

Name:

Title:

General Security Agreement

Customer: JM Westview Pharma Inc.

Date: AUG 02 2018

SECURITY INTEREST

In consideration of our dealing with or continuing to deal with you, you grant to us a continuing security interest in all of your Assets and Undertakings (defined below) and an assignment of your Accounts (defined below). The Assets and Undertakings over which you have granted us a security interest hereby, the Accounts assigned to us, together with the Proceeds (defined below) thereof, are herein collectively called the "Collateral". You agree that we have not agreed to postpone the time for attachment of the security interest granted hereby with respect to your presently existing Collateral, that such security interest shall attach to any Collateral acquired after the date hereof as soon as you obtain rights in such Collateral and that value has been given.

INDEBTEDNESS AND LIABILITY SECURED

You agree that the obligations secured by the security interest granted hereby (collectively, the "Obligations") include, without limitation, all your present and future obligations, indebtedness and liability to us, direct and indirect, absolute and contingent, whether matured or not matured, and include all costs and expenses (including legal fees and expenses) incurred by us in connection with our dealings with you.

1. DEFINITIONS OF COLLATERAL

ASSETS AND UNDERTAKINGS - all of your present and after acquired personal property and undertakings including without limitation, Inventory, Equipment, Deposits and Credit Balances, Investment Property, Life Insurance (all as defined herein), all intangible and intellectual property, and all real and immovable property both freehold and leasehold, except for the last day of the term of any lease.

INVENTORY - all presently owned and after acquired goods and other property held for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, or that are raw materials, work in process, or materials used or consumed in your business or profession.

EQUIPMENT - all presently owned and after acquired goods that are owned by you other than Inventory and consumer goods.

DEPOSITS AND CREDIT BALANCES - all monies and credit balances which are now or may hereafter be on deposit with or standing to your credit with us, and/or with any of our subsidiaries and affiliates, up to the amount set out on Schedule A (or all deposit and credit balances, if no amount is set out on Schedule A) and any amount of interest due or accruing due to you in connection with any such deposit or credit balance.

INVESTMENT PROPERTY - all present and future investment property held by you, including securities, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of yours in property or in an enterprise or which constitute evidence of an obligation of the issuer (collectively called "Investment Property") including, without limitation, any Investment Property specifically identified in Schedule A; and all substitutions therefor and, subject to Section 5, dividends and income derived therefrom.

LIFE INSURANCE - the life insurance policy or policies described on Schedule A and any proceeds derived therefrom, and any amounts held by the insurer as pre-paid premiums or for the payment of future premiums.

2. ACCOUNTS

You absolutely assign and transfer to us all debts, accounts, choses in action, claims, demands, and moneys now due, owing, accruing, or which may hereafter become due, owing or accruing to you, together with all rights, benefits, security interests, mortgages, instruments, rights of action, deeds, books and records and documents now or hereafter belonging to you in respect of or as security for any of the foregoing (collectively called "Accounts"). This assignment is and shall be a continuing security to us for the Obligations. All money or any other form of payment received by you in payment of any Accounts shall, following any continuing Event of Default under this Agreement, be received and held by you in trust for us.

3. INVESTMENT PROPERTY

If any of the Collateral consists of Investment Property, (a) you authorize us to transfer such Collateral or any part thereof into our own name or that of our nominee so that we or our nominee may appear of record as the sole owner of such Collateral; provided, that until the occurrence of any continuing Event of Default, we shall deliver promptly to you all notices, statements or other communications received by us or our nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give you or your designee a proxy or proxies to vote and take all action with respect to such Collateral; provided further that after the occurrence of any continuing Event of Default, you waive all rights to be advised of or to receive any notices, statements or communications received by us or our nominee as such registered owner, and agree that no proxy or proxies given to you or your designee by us shall thereafter be effective; and (b) you further agree to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary

to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give us "control" of such Investment Property, as defined in the *Securities Transfer Act, 2006* (Ontario), which "control" shall be in such manner as we shall designate in our sole judgment and discretion, including, without limitation, an agreement by any issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary originated by us, whether before or after the occurrence of any continuing Event of Default, without further consent from you.

4. PROCEEDS

You grant us a security interest on all of your property in any form derived directly or indirectly from any use or dealing with any Assets and Undertakings or Accounts or that indemnifies or compensates for Assets and Undertakings destroyed or damaged (all of which property is herein collectively called "Proceeds"). Proceeds shall be received and held by you in trust for us.

5. INCOME AND INTEREST ON INVESTMENT PROPERTY

Until the occurrence of any continuing Event of Default, you reserve the right to receive all income from or interest on the Collateral consisting of Investment Property, and if we receive any such income or interest prior to the occurrence of any continuing Event of Default, we agree to pay you such income or interest promptly. After the occurrence of any continuing Event of Default, you will not demand or receive any income from or interest on such Collateral, and if you receive any such income or interest, such income or interest shall be held by you in trust for us in the same medium in which received, shall not be commingled with any of your other assets and shall be delivered to us in the form received, properly endorsed to permit collection, not later than the next business day following the day of its receipt. We may apply the net cash receipts from such income or interest to payment of any of the Obligations, provided that we account for and pay over to you any such income or interest remaining after payment in full of the Obligations.

6. COSTS AND EXPENSES

You agree to pay the costs and expenses we incur to enforce this Agreement, register this Agreement or notice of it, repossess, maintain, preserve, repair or sell the Collateral, or appoint a consultant, receiver and manager or agent, and to pay interest thereon. You also agree to pay all legal costs and fees (including in-house legal fees, charges and expenses), incurred by us to do any of the above or to defend any legal claim or counterclaim by you or others respecting the manner of our enforcement of, or our right to enforce, this Agreement. You will pay the legal fees incurred by us on a solicitor and own client basis.

7. FREE AND CLEAR

You hereby represent and warrant to us that you are the owner of the Collateral free from any hypothec mortgage, lien, charge, security interest or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party. You hereby covenant and agree to keep the Collateral free and clear of all taxes, assessments, and security or proprietary interests in favour of third parties. You hereby covenant and agree to not sell, give away, part with possession of or otherwise dispose of any part of the Collateral, (except Inventory sold in the normal course of business and obsolete equipment) without our prior written consent.

8. INSURANCE

You will, at your cost, keep the Collateral insured from all risk of loss, theft or damage as are customarily insured by businesses in the industry in which you are engaged. If requested, you will provide us with a copy of the insurance policy. The insurance policy will name us as first loss payee and additional insured. We may, in our absolute discretion, pay any premium due on any insurance policy, including any life insurance policy forming part of the Collateral, and the amount of any premium we pay will be added to and form part of the Obligations.

9. LOCATION OF COLLATERAL

You will keep the Collateral at the location or locations set out on Schedule A. You will not

remove the Collateral from this location (except in the ordinary course of your business) without our prior written consent. If no location is set out on Schedule A, you will keep the Collateral at the address shown below your signature to this Agreement.

10. LIMITATION ON OBLIGATIONS OF CWB MAXIMUM

Our sole obligation with respect to the custody, safekeeping and physical preservation of Collateral in our possession shall be to use reasonable care in the custody and safekeeping thereof, and we shall be deemed to have used reasonable care if we deal with such Collateral in the same manner as we deal with similar property for our own account. Neither we nor any of our directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon the Collateral or any part thereof or for any delay in doing so, or shall be under any obligation to sell or otherwise dispose of any Collateral whether at your request or otherwise.

11. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that:

- (a) if applicable, you are a corporation duly existing, or a partnership duly established, under the laws of the jurisdiction of your incorporation or establishment, have all necessary power and authority to own your property and assets, to carry on your business as currently carried on by you and hold all necessary licenses, permits and consents as are required so to own your property and assets and so to carry on business in each jurisdiction in which you do so;
- (b) you have the capacity, power and authority and the legal right to execute and deliver, to perform your obligations under, this Agreement, and have taken all necessary action, corporate or otherwise, to authorize the execution and delivery of this Agreement and the performance of your obligations hereunder;
- (c) this Agreement constitutes a legal, valid and binding obligation of yours enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;
- (d) except for consents which have been obtained and are in full force and effect, no consent of any person is required, or purports to be required, in connection with the execution and delivery of this Agreement by you or the performance of your obligations hereunder;
- (e) the execution and delivery by you of this Agreement and the performance of your obligations hereunder will not violate any applicable law or contractual obligation applicable to you; and
- (f) the representations and warranties set out in clauses (a) through (e) above or in any certificate or other document delivered to us by you or on your behalf are material, shall be deemed to have been relied upon by us notwithstanding any investigation heretofore or hereafter made by us or on our behalf, shall survive the execution and delivery of this Agreement and shall continue in full force and effect without time limit.

12. REPORTING

You will:

- (a) if you are a corporation, a partnership or a sole proprietorship, provide to us accountant-prepared financial statements within 120 days of each of your fiscal year ends;
- (b) if you are a pharmacy, provide to us RX reports within 120 days of each of your fiscal year ends;
- (c) if you are an individual, provide to us your personal net worth statement upon request by us;
- (d) advise us of any Event of Default immediately upon the occurrence of such event;
- (e) inform us of any actual or probable material litigation and provide us with copies of all relevant documents upon request; and
- (f) provide us with such other information and financial data as we may request from time to time.

13. POSITIVE COVENANTS

You agree to:

- (a) make all payments when due or demanded to us (without any condition, deduction, set-off or holdback) at our address noted above (or any other address that we advise);
- (b) if applicable, maintain your existence as a corporation, partnership, or sole proprietorship, as the case may be, and keep all material agreements, rights, franchises, licences, operations, contracts or other arrangements in full force and effect;
- (c) pay all taxes, which may result in a lien or charge on any of your property and assets;

Security Agreement

- (d) maintain, protect, and preserve the Collateral in good repair and working condition;
- (e) provide such security as we may require;
- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof;
- (g) permit us or our authorized representatives full and reasonable access to your premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom;
- (h) notify us in writing at least 20 days prior to any change of your name; and
- (i) notify us in writing promptly of any significant loss of or damage to the Collateral.

14. NEGATIVE COVENANTS

You will not:

- (a) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to the Collateral, or sign or file under the *Personal Property Security Act* (Ontario) (the "PPSA") or similar registry system of any jurisdiction a financing statement which names you as a debtor, or sign any security agreement authorizing any secured party thereunder to file such financing statement creating a security interest in the Collateral;
- (b) if you are a corporation, a partnership or a sole proprietorship, as the case may be, permit any change of ownership or change your capital structure without our prior written consent, such consent not to be unreasonably withheld; or
- (c) transfer your interest in any part of the Collateral not expressly permitted under this Agreement or change the location(s) of the Collateral without our prior written consent;
- (d) make any investment in or acquisition of, or provide any guarantee or other financial assistance to, any other business entity or person without our prior written consent; or
- (e) make any payments or distributions including but not limited to dividends, redemption or retraction payments or any other amounts in respect to any of your common shares, preferred shares or any other outstanding capital stock if there is an outstanding default or Event of Default, or any such payment causes a default or an Event of Default.

15. DEFAULT

You shall be in default under this Agreement upon the happening of any of the following events (each, an "Event of Default"):

- (a) you or any other person liable for the Obligations is in default under any agreement relating to the Obligations or any part thereof;
- (b) you or any other person liable for the Obligations is in default under any other loan, debt or obligation owed to anyone else, subject to the passage of any applicable grace period;
- (c) you fail to perform any of the terms or conditions of this Agreement or any other agreement between you and us;
- (d) you become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for you or for a substantial part of your property without your consent;
- (e) bankruptcy, reorganization or insolvency proceedings shall be instituted by or against you;
- (f) any statement made by you to induce us to extend credit to you was false in any material respect when made, or becomes false;
- (g) anyone takes possession of or applies to any court for possession of the Collateral, or anyone claims to have rights in the Collateral superior to our rights;
- (h) if you are an individual, you are declared incompetent by a court, or you die, or, if you are a partnership, a partner dies;
- (i) if you are an individual, and your certificate of registration from your professional governing body is suspended or revoked;
- (j) you pledge, encumber, mortgage or otherwise create or permit the continued existence of any lien or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party with respect to any of the Collateral, except for an lien granted by you in our favour;
- (k) you incur any indebtedness for borrowed money (including, without limitation, by guaranteeing the obligations of others) outside of the ordinary course of business;
- (l) you fail to deliver to us on a timely basis the financial information required by any agreement between us; or
- (m) any other event occurs which causes us in good faith, to deem ourselves insecure, or to believe that the Collateral, or any part thereof, or the value thereof, is or is about to be placed in jeopardy.

16. REMEDIES

Upon the occurrence of an Event of Default, we may require you to repay any or all of the Obligations in full, whether matured or not, and we may enforce this Agreement by any method permitted by law, and we may exercise any rights and remedies under applicable law, and we may appoint any person

including our employee, to be an agent, a receiver or receiver manager (the "Receiver") of the Collateral. We and the Receiver shall be entitled to:

- (a) seize and possess the Collateral;
- (b) carry on your business;
- (c) sell, lease or otherwise dispose of the Collateral;
- (d) foreclose on the Collateral;
- (e) in the case of Life Insurance, exercise any options available to you under the Life Insurance;
- (f) demand, sue for and receive Accounts, give effectual receipts and discharges for the Accounts, compromise any Accounts which may seem bad or doubtful to us and give time for payment thereof with or without security;
- (g) make any arrangement or compromise in our interest, or
- (h) take any other action deemed necessary to carry into effect the provisions of this Agreement.

The Receiver shall be your agent and you shall be solely responsible for the Receiver's actions. We shall not be in any way responsible for any misconduct or negligence on the part of the Receiver. If the proceeds of the realization of the Collateral are insufficient to repay us the Obligations in full, then you forthwith shall pay us such deficiency. The rights and powers in this paragraph are supplemental to and not in substitution for any other rights we may have from time to time.

17. POWER OF ATTORNEY

You irrevocably appoint us your attorney, with power of substitution and appointment, to sign for you, at our option, all documents necessary or desirable to permit us to exercise any of our rights and remedies under this Agreement and to complete the Schedule attached hereto, with the right to use your name and to take proceedings in your name.

18. NON WAIVER BY US

Any breach by you of this Agreement or the occurrence of an Event of Default may only be waived by us in writing. Any waiver by us does not mean that any subsequent breach or Event of Default is also waived. Any failure by us to notify you of an Event of Default shall not be deemed to be a waiver of such Event of Default. No course of conduct or omission on our part or on your part shall give rise to any expectation by you that we will not insist on strict compliance with the terms of this Agreement.

19. DEALING WITH SECURITY INTEREST

We may take and give up any of the Collateral or modify or abstain from perfecting or taking advantage of our security interest in the Collateral and otherwise deal with any of the Collateral as we shall see fit without prejudice to your liability or to our rights under this Agreement or at law.

20. PAY ENCUMBRANCES

We or the Receiver may pay any encumbrance that may exist or be threatened against the Collateral. In addition, we or the Receiver may borrow money required for the maintenance, preservation or protection of the Collateral and may grant further security interests in the Collateral in priority to the secured interest created hereby as security for the money so borrowed. In every such case, the amounts so paid or borrowed together with costs, charges, and expenses incurred in connection therewith shall become part of the Obligations, shall bear interest at the highest rate per annum charged by us on the Obligations and shall be secured by this Agreement.

21. PAYMENTS

We shall have the right to appropriate any payment made by you to any of your Obligations as we see fit, and to revoke or alter any such appropriation.

22. DEFINITIONS

In this agreement "you", "your" and "yours" refer to the Customer named above. "We", "our", "ours", and "us" refer to CWB Maxium Financial Inc.

23. CONTINUING EFFECTIVE

This Agreement shall be a continuing agreement in every respect, securing the payment of the Obligations. If any part of this Agreement is invalid or void, the remaining terms and provisions of this Agreement shall remain in full force and effect.

24. ACKNOWLEDGEMENT & WAIVER

You acknowledge receipt of a copy of this Agreement. You waive any right you may have to receive a copy of any financing statement, verification statement, or similar document we register or that we may receive by way of confirmation of a security registration in respect of this Agreement or any agreement amending, supplementing or replacing it.

25. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon you, your heirs and your successors and assigns and shall enure to our benefit and to the benefit of our successors and assigns; provided that you shall not assign any of your rights or obligations hereunder without our prior written consent. We may assign our rights under this Agreement without your consent and without providing you notice of such assignment. This Agreement shall continue in full force and effect notwithstanding any change in the composition of or membership of any firm or corporation, which is a party hereto.

26. NOTICES

Any notice required to be given under this Agreement may be delivered directly to you or us or may be sent by prepaid registered mail addressed to our address shown above or your address shown below, or such further address as we or you may notify to the other in writing from time to time, and if so given the notice shall be deemed to have been given on the day of delivery or the day when it is deemed or otherwise considered to have been received for the purposes of the PPSA, as the case may be.

27. DISCHARGE

If you pay us all of the Obligations secured by this Agreement and otherwise observe and perform the terms and conditions hereof, then we shall, at your request and expense, release and discharge the security interest created by this Agreement and execute and deliver to you such deeds and other instruments as shall be required to effect any such release and discharge.

28. ENTIRE AGREEMENT

You acknowledge that this is the entire agreement between you and us and there are no other written or oral representations or warranties, which apply to the Collateral or to this Agreement. This Agreement may only be amended by an agreement in writing signed by us.

29. NO MERGER

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish your liability to make payment of or satisfy the Obligations.

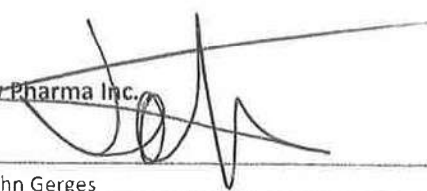
30. FURTHER ASSURANCES

You shall at all times do, execute, acknowledge and deliver or cause to be done executed, acknowledged or delivered every such further act, deed, conveyance instrument, transfer, assignment, security agreement and assurance as we may reasonably require in order to give effect to the provisions and purposes of this Agreement.

31. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

JM Westview Pharma Inc.

BY: 
Name: John Geroges
Title: President/Secretary

Address: 15 Mill Street East, Tilbury, ON NOP 2L0

BY: _____
Name: _____
Title: _____

SCHEDULE A

DEPOSITS AND CREDIT BALANCES

Unlimited

INVESTMENT PROPERTY

N/A

LIFE INSURANCE POLICIES

N/A


LOCATIONS OF COLLATERAL

15 Mill Street East, Tilbury, ON N0P 2L0

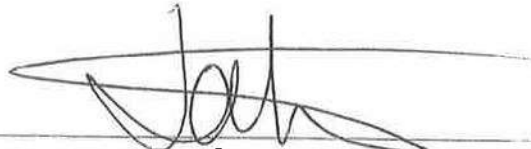
**RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
JM Westview Pharma Inc.**

I, John Gerges, hereby certify under the corporate seal of JM Westview Pharma Inc. (the "Company") that:

- (a) I am the duly appointed secretary of the Company,
- (b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from CWB Maxium Financial Inc. ("CWB Maxium") from time to time;
- (c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and CWB Maxium.
- (d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

<u>NAME</u>	<u>OFFICE HELD</u>	<u>SIGNATURE</u>
John Gerges	President/Secretary	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATED at _____, _____ the **AUG 02 2018** day of _____.


Secretary

This is Exhibit "F" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

6F056F5F3BC8405...

Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 8/5/2020
File Currency Date: 08/03/2020
Family(ies): 5
Page(s): 12

SEARCH : Business Debtor : JM WESTVIEW PHARMA INC.

Report Type: PPSA VERO

Transaction ID: 21648327

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

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA.
A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
IN RESPECT OF THE FOLLOWING:

Note: Viewing of this report is optimized in landscape mode.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

SEARCH : Business Debtor : JM WESTVIEW PHARMA INC.

RUN NUMBER : 217
RUN DATE : 2020/08/04
ID : 20200804120340.39

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
FILE CURRENCY : 03AUG 2020

ENQUIRY NUMBER 20200804120340.39 CONTAINS 12 PAGE(S), 5 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

TRANSACTIONID=21648327

CONTINUED... 2

RUN NUMBER : 217
 RUN DATE : 2020/08/04
 ID : 20200804120340.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
 FILE CURRENCY : 03AUG 2020

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 748018098

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20190131 1705 1462 2426	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME JM WESTVIEW PHARMA INC.

03 ADDRESS 15 MILL ST E TILBURY ONTARIO CORPORATION NO. ON N0P2L0

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

06 ADDRESS CANADIAN WESTERN BANK

07 SECURED PARTY / LIEN CLAIMANT ADDRESS #201, 12230 JASPER AVENUE EDMONTON AB T5N3K3

08 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
				X				

09 YEAR MAKE MODEL V.I.N.

10 MOTOR VEHICLE GENERAL DESCRIPTION

11 ALL THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

12 REGISTERING AGENT CANADIAN WESTERN BANK

13 ADDRESS #201, 12230 JASPER AVENUE EDMONTON AB T5N3K3

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

CONTINUED... 3

RUN NUMBER : 217
 RUN DATE : 2020/08/04
 ID : 20200804120340.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
 FILE CURRENCY : 03AUG 2020

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 743655186

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20180912 1006 1462 5922	P PPSA	10

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
 03 NAME BUSINESS NAME ST. MARY COOKSVILLE PHARMA INC.
 04 ADDRESS 3035 HURONTARIO STREET MISSISSAUGA ONTARIO CORPORATION NO.
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON L5A2G9

05 DEBTOR
 06 NAME BUSINESS NAME JM WESTVIEW PHARMA INC.
 07 ADDRESS 15 MILL STREET EAST TILBURY ONTARIO CORPORATION NO.
 08 SECURED PARTY / LIEN CLAIMANT CWB MAXIUM FINANCIAL INC. ON N0P2L0

09 COLLATERAL CLASSIFICATION ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X	X	X	X	X				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT CWB MAXIUM FINANCIAL INC.
 17 ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6

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

CONTINUED... 4

RUN NUMBER : 217
 RUN DATE : 2020/08/04
 ID : 20200804120340.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
 FILE CURRENCY : 03AUG 2020

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 743655186

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	003		20180912 1006 1462 5922	P PPSA	10

02 DEBTOR DATE OF BIRTH 10JUL1989 FIRST GIVEN NAME SANDRA INITIAL SURNAME YOUSSEF

03 NAME BUSINESS NAME

04 ADDRESS 703-676 SHEPPARD AVENUE EAST NORTH YORK ONTARIO CORPORATION NO. ON M2K3E7

05 DEBTOR DATE OF BIRTH 05DEC1984 FIRST GIVEN NAME JOHN INITIAL SURNAME GERGES

06 NAME BUSINESS NAME

07 ADDRESS 14774 WOODBINE AVENUE GORMLEY ONTARIO CORPORATION NO. ON LOH1G0

08 SECURED PARTY / LIEN CLAIMANT

09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT CWB MAXIUM FINANCIAL INC.

17 ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6

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

CONTINUED...

5

RUN NUMBER : 217
 RUN DATE : 2020/08/04
 ID : 20200804120340.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
 FILE CURRENCY : 03AUG 2020

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 743655186

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	03	003		20180912 1006 1462 5922	P PPSA	10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME JOHN GERGES

04 ADDRESS 15 MILL STREET EAST TILBURY ONTARIO CORPORATION NO.
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON NOP2L0

05 DEBTOR
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10									

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT CWB MAXIUM FINANCIAL INC.
 17 ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 217
 RUN DATE : 2020/08/04
 ID : 20200804120340.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
 FILE CURRENCY : 03AUG 2020

PROVINCE OF ONTARIO
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 ENQUIRY SEARCH RESPONSE

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 742210398

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20180731 1710 1462 3774	P PPSA	10

01 DATE OF BIRTH 01 002
 FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
 03 NAME BUSINESS NAME JM WESTVIEW PHARMA INC.
 ADDRESS 15 MILL STREET EAST TILBURY ONTARIO CORPORATION NO.
 04 DATE OF BIRTH 05DEC1984 FIRST GIVEN NAME INITIAL SURNAME JOHN GERGES ON N0P2L0

05 DEBTOR
 06 NAME BUSINESS NAME
 ADDRESS 14774 WOODBINE AVENUE GORMLEY ONTARIO CORPORATION NO.
 07 SECURED PARTY / LIEN CLAIMANT CWB MAXIUM FINANCIAL INC. ON LOH1G0

08 COLLATERAL CLASSIFICATION
 09 ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X	X	X	X	X	X				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT CWB MAXIUM FINANCIAL INC.
 ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6

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

CONTINUED... 7

RUN NUMBER : 217
 RUN DATE : 2020/08/04
 ID : 20200804120340.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
 FILE CURRENCY : 03AUG 2020

PROVINCE OF ONTARIO
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 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 742210398

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	002		20180731 1710 1462 3774	P PPSA	10

01 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 02 05DEC1984 JOHN G GERGES
 03 NAME BUSINESS NAME

04 ADDRESS 14774 WOODBINE AVENUE GORMLEY ONTARIO CORPORATION NO.
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON LOH1G0

05 DEBTOR
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS
 08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS
 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT CWB MAXIUM FINANCIAL INC.

17 ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

RUN NUMBER : 217
 RUN DATE : 2020/08/04
 ID : 20200804120340.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
 FILE CURRENCY : 03AUG 2020

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 688974237

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20130729 1007 1462 3194	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME JM WESTVIEW PHARMA INC.

03 ADDRESS 15 MILL ST TILBURY ONTARIO CORPORATION NO. ON N0P2L0

04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

06 ADDRESS MCKESSON CANADA CORPORATION

07 SECURED PARTY / LIEN CLAIMANT ADDRESS 7510 BREN ROAD MISSISSAUGA ON L4T4H1

08 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X								

10 YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION

12 REGISTERING AGENT MCKESSON CANADA CORPORATION - LEGAL DEPARTMENT

13 ADDRESS 4705 DOBRIN ST. SAINT-LAURENT QC H4R2P7

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

CONTINUED... 9

RUN NUMBER : 217
 RUN DATE : 2020/08/04
 ID : 20200804120340.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
 FILE CURRENCY : 03AUG 2020

PROVINCE OF ONTARIO
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 ENQUIRY SEARCH RESPONSE

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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	01	001		20180628 1706 1462 3928			
21	RECORD FILE NUMBER	688974237					
	REFERENCED					RENEWAL YEARS	CORRECT PERIOD
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED		CHANGE REQUIRED B RENEWAL		5	
		FIRST GIVEN NAME		INITIAL SURNAME			
23	REFERENCE						
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	JM WESTVIEW PHARMA INC.				
25	OTHER CHANGE						
26	REASON/						
27	DESCRIPTION						
28							
02/	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL SURNAME			
05	DEBTOR/						
03/	TRANSFeree	BUSINESS NAME					
06							ONTARIO CORPORATION NO.
04/07	ADDRESS						
29	ASSIGNOR						
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08							
09	ADDRESS						
	COLLATERAL CLASSIFICATION						
	CONSUMER		MOTOR VEHICLE		DATE OF		NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR		MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.			
11	MOTOR						
12	VEHICLE						
13	GENERAL						
14	COLLATERAL						
15	DESCRIPTION						
16	REGISTERING AGENT OR		MCKESSON CANADA CORPORATION				
17	SECURED PARTY/	ADDRESS	4705 DOBRIN ST.		SAINT-LAURENT	QC	H4R2P7
	LIEN CLAIMANT						

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

CONTINUED... 10

RUN NUMBER : 217
 RUN DATE : 2020/08/04
 ID : 20200804120340.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
 FILE CURRENCY : 03AUG 2020

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 688974246

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20130729 1007 1462 3195	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME JM WESTVIEW PHARMA INC.

03 NAME BUSINESS NAME

04 ADDRESS 15 MILL ST TILBURY ONTARIO CORPORATION NO. ON N0P2L0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT MCKESSON CANADA CORPORATION

09 ADDRESS 7510 BREN ROAD MISSISSAUGA ON L4T4H1

10 COLLATERAL CLASSIFICATION CONSUMER

GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X	X	X	X	X	X				

11 YEAR MAKE MODEL V.I.N.

12 MOTOR VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT MCKESSON CANADA CORPORATION - LEGAL DEPARTMENT

17 ADDRESS 4705 DOBRIN ST. SAINT-LAURENT QC H4R2P7

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

CONTINUED... 11

RUN NUMBER : 217
 RUN DATE : 2020/08/04
 ID : 20200804120340.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
 FILE CURRENCY : 03AUG 2020

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER		
01	01	001		20180628 1706 1462 3929			
21	RECORD FILE NUMBER	688974246					
	REFERENCED					RENEWAL YEARS	CORRECT PERIOD
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	B RENEWAL	5		
		FIRST GIVEN NAME	INITIAL	SURNAME			
23	REFERENCE						
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	JM WESTVIEW PHARMA INC.				
25	OTHER CHANGE						
26	REASON/						
27	DESCRIPTION						
28							
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR/						
03/	TRANSFeree	BUSINESS NAME					
06							ONTARIO CORPORATION NO.
04/07	ADDRESS						
29	ASSIGNOR						
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08							
09	ADDRESS						
	COLLATERAL CLASSIFICATION						
	CONSUMER		MOTOR VEHICLE		DATE OF		NO FIXED
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR		MATURITY DATE
10	YEAR	MAKE	MODEL	V.I.N.			
11	MOTOR						
12	VEHICLE						
13	GENERAL						
14	COLLATERAL						
15	DESCRIPTION						
16	REGISTERING AGENT OR		MCKESSON CANADA CORPORATION				
17	SECURED PARTY/	ADDRESS	4705 DOBRIN ST.		SAINT-LAURENT	QC	H4R2P7
	LIEN CLAIMANT						

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

CONTINUED... 12

RUN NUMBER : 217
RUN DATE : 2020/08/04
ID : 20200804120340.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JM WESTVIEW PHARMA INC.
FILE CURRENCY : 03AUG 2020

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
748018098	20190131 1705 1462 2426			
743655186	20180912 1006 1462 5922			
742210398	20180731 1710 1462 3774			
688974237	20130729 1007 1462 3194	20180628 1706 1462 3928		
688974246	20130729 1007 1462 3195	20180628 1706 1462 3929		

7 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

This is Exhibit "G" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

6F056F5F3BC8405...

Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2650542	ST. MARY COOKSVILLE PHARMA INC.	2018/08/15
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
3035 HURONTARIO STREET		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
3035 HURONTARIO STREET		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
Activity Classification	Number of Directors Minimum Maximum	
NOT AVAILABLE	00001 00010	NOT APPLICABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2650542	ST. MARY COOKSVILLE PHARMA INC.

Corporate Name History	Effective Date
ST. MARY COOKSVILLE PHARMA INC.	2018/08/15

Current Business Name(s) Exist:	YES
Expired Business Name(s) Exist:	NO

Administrator: Name (Individual / Corporation)	Address
SANDRA YOUSSEF	676 SHEPPARD AVENUE EAST Suite # 703 NORTH YORK ONTARIO CANADA M2K 1B7

Date Began	First Director	
2018/08/15	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2650542

Corporation Name

ST. MARY COOKSVILLE PHARMA INC.

Administrator:

Name (Individual / Corporation)

SANDRA

YOUSSEF

Address

676 SHEPPARD AVENUE EAST

Suite # 703
NORTH YORK
ONTARIO
CANADA M2K 1B7

Date Began

2018/08/15

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Administrator:

Name (Individual / Corporation)

SANDRA

YOUSSEF

Address

676 SHEPPARD AVENUE EAST

Suite # 703
NORTH YORK
ONTARIO
CANADA M2K 1B7

Date Began

2018/08/15

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

CORPORATION PROFILE REPORT

Ontario Corp Number

2650542

Corporation Name

ST. MARY COOKSVILLE PHARMA INC.

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

SANDRA
YOUSSEF

Address

676 SHEPPARD AVENUE EAST

Suite # 703
NORTH YORK
ONTARIO
CANADA M2K 1B7

Date Began

2018/08/15

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2650542	ST. MARY COOKSVILLE PHARMA INC.

Last Document Recorded		Form	Date
Act/Code	Description		
CIA	ANNUAL RETURN 2019	1C	2020/05/03 (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.

This is Exhibit "H" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Asim Iqbal
6F056F5F3BC8405...

Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

FIXED RATE PROMISSORY NOTE – VARIABLE PAYMENTS

\$3,250,450.00
PRINCIPAL

CWB Maxium Financial Inc.
Suite #1 – 30 Vogell Road
Richmond Hill, Ontario
L4B 3K6

October 31 2018
DATE

1. PROMISE TO PAY AND INTEREST

For value received, St. Mary Cooksville Pharma Inc. (referred to in this Promissory Note (the "Note") as "you", "your" and "yours") with offices located at 3035 Hurontario Street, Mississauga, ON L5A 2G9 promises to pay to CWB Maxium Financial Inc. and/or its successors and assigns (referred to in this Note as "we", "our", "ours" and "us"), the sum of Three Million Two Hundred Fifty Thousand Four Hundred Fifty Dollars and Zero Cents (\$3,250,450.00) ("Principal") in lawful money of Canada, with interest calculated and compounded monthly not in advance at 6.25% per annum ("Interest Rate") ("Interest") and interest on overdue interest at 18% per annum. In the event the Principal balance, if any, is not paid in full at maturity, interest shall accrue on the outstanding Principal thereafter amount at the rate of 18% per annum until paid. Provided that if such rate of interest exceeds the maximum permitted by law, the interest on overdue interest shall be the maximum rate permitted by law.

2. CALCULATION OF INTEREST AND REPAYMENT

Interest shall be computed from the day the Principal is advanced (the "Commencement Date"). Principal and interest shall be paid on the 1st day of each and every month commencing on the 1st day of December 2018 and up to and including the 1st day of November 2023 ("Term Date") when the balance, if any, of the Principal and interest shall be paid. Principal and interest shall be repaid in 60 consecutive monthly instalments as set out in the Schedule of Instalments below (the "Instalments").

No. of instalments	Date From (inclusive)	Date To (inclusive)	Amount of Each Instalment
60	December 1, 2018	November 1, 2023	\$36,496.08
1	November 1, 2023	November 1, 2023	\$1,876,476.87

Each Instalment under this Note shall be applied first in payment of interest and the balance, if any, shall be applied in reduction of Principal. Your obligations under this Note shall be absolute and unconditional and shall not be subject to any counter-claim, set-off or other claim whatsoever of yours against us.

3. ACCELERATION

In the event that (a) you default in making any payment when due hereunder or under any other agreement with us, (b) you fail to observe or perform any other covenant or obligation herein or in any other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (d) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (e) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (f) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Commencement Date, you shall be required to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the present value of all Instalments required to be paid to and including the Term Date that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which the Instalments would otherwise be payable to the date of calculation, at the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the period of time remaining hereunder at such time to the Term Date, and all other accrued and then unpaid interest.

4. NON-WAIVER

The extension of the time for making any payment which is due and payable under this Note at any time or times or the failure, delay or omission on our part to exercise or enforce any of our rights or remedies hereunder or under any instrument securing

payment of the indebtedness evidenced by this Note shall not constitute a waiver of our right to enforce such rights and remedies thereafter.

5. INTEREST ACT

For the purposes hereof, whenever interest is calculated on the basis of a period other than a calendar year (the "Relevant Period"), each rate of interest determined pursuant to such calculation expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the Relevant Period.

6. OTHER INFORMATION

You will from time to time provide us with any information or document which we may reasonably request. You authorize us to conduct credit investigations and authorize us to release any credit information to credit reporting agencies and any of our assignees.

7. NOTICE

Notice must be in writing. Any document in connection with this Note will be considered to have been delivered to or served upon, and received by, you or us upon the earlier of actual receipt by an employee or an officer of the receiving party and (if mailed and there has been no interruption of postal service) the expiry of 10 days after the date the document was posted by prepaid ordinary mail to the receiving party's address as set out on the first page of this Note (or such other address as the receiving party may have last notified the sender).

8. LANGUAGE

It is your wish and ours that this Note and all related documents be drawn up and signed in English. C'est votre désir et le notre que le présent Contrat et tous documents s'y rapportant soient rédigés et signés en anglais.

9. MISCELLANEOUS

(a) Time is of the essence in respect of this Note. (b) This Note will be governed by and construed in accordance with the laws of the province or territory where you are located. (c) This Note is the entire agreement between you and us with respect to the subject matter hereof and may be varied only by written documents signed by both parties. (d) If more than one person, firm, or corporate body signs this Note as the borrower, each is jointly and severally liable (which allows us, at our option, to require performance or payment of all obligations under this Note from any one of them or a portion from each). (e) A provision of this Note which is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. (f) You may not assign your rights and obligations under this Note, unless we give you our prior written approval. We may assign, in our sole discretion at any time, without your consent, our right, title and interest in this Note. You hereby consent to the delivery by us to any prospective assignee of such information concerning you as may be in our possession and requested by such assignee. Upon notice of an assignment you shall unconditionally pay to our assignee all instalment payments and other amounts due hereunder and shall not assert any defense against our assignee in any action for instalment payments or other amounts due and payable hereunder and you will not assert against our assignee any claim by way of abatement, defense, set-off, compensation or the like. (g) You agree to make payments under a pre-authorized payment plan which may be withdrawn on or about each Instalment payment due date, including arrears or other penalties which may be withdrawn at any time without notice. (h) You hereby waive the benefits of division and discussion, demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note. (i) You have received a copy of this Note.

St. Mary Cooksville Pharma inc.

BY: 

Name: SANDRA YOU SSEF
Title: PRESIDENT

BY: _____

Name:

Title:

LETTER OF DIRECTION

To: **CWB MAXIUM FINANCIAL INC. ("CWB MAXIUM")**

Re: Fixed Rate Promissory Note dated OCT 31 2018

Please accept this Letter of Direction as your good and sufficient authority to make the following payments from the proceeds of the above noted agreement:

<u>Payee</u>	<u>Amount</u>
Goldstein & Grubner- In Trust Re: St. Mary Cooksville Pharma Inc.	
Proceeds of Loan- Cooksville Pharmacy	\$3,250,000.00

Dated this 31 day of October 2018

St. Mary Cooksville Pharma Inc.

By: 

Name: Sandra Youssef

Title: **PRESIDENT**

By: 

Name:

Title:

LETTER OF DIRECTION

To: **CWB MAXIUM FINANCIAL INC. ("CWB MAXIUM")**

Re: Fixed Rate Promissory Note dated OCT 31 2018

Please accept this Letter of Direction as your good and sufficient authority to make the following payments from the proceeds of the above noted agreement:

<u>Payee</u>	<u>Amount</u>
CWB MAXIUM FINANCIAL INC. Re: St. Mary Cooksville Pharma Inc.	
CWB Maxium Administration Fee	\$450.00

Dated this 31 day of October 2018

St. Mary Cooksville Pharma Inc.

By: 

Name: Sandra Youssef

Title: PRESIDENT

By: _____

Name:

Title:

AMENDING AGREEMENT

BETWEEN: **St. Mary Cooksville Pharma Inc.**
3035 Hurontario St.
Mississauga, ON L5A 2G9

(hereinafter called the "Borrower")

AND **CWB MAXIUM FINANCIAL INC.**
30 Vogell Rd, Unit #1
Richmond Hill, ON
L4B 3K6

(hereinafter called "CWB Maxium")

WHEREAS the parties hereto have entered into Fixed Rate Promissory Note dated October 31, 2018 (the "Promissory Note") pursuant to which the CWB Maxium has provided certain financing, as set out therein, to the Borrower;

AND WHEREAS the parties have agreed to amend the payment stream on the Promissory Note to defer payments as set out in the Promissory Note as provided herein;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the payment stream as set forth in the Promissory Note is hereby amended to the following:

Revised Payment Stream:

No. of Instalments	Date From (inclusive)	Date To (inclusive)	Amount of Each Instalment
16	December 1, 2018	March 1, 2020	\$36,496.08
3	April 1, 2020	June 1, 2020	\$0.00
41	July 1, 2020	November 1, 2023	\$36,496.08
1	November 1, 2023	November 1, 2023	\$2,012,661.08

Except as set out herein, all other terms and conditions of the Promissory Note shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to the Promissory Note on the 8th day of April, 2020.

CWB MAXIUM FINANCIAL INC.

St. Mary Cooksville Pharma Inc

By: _____

By: _____

Name & Title:

Name & Title:

By: _____

Name & Title:

FIXED RATE PROMISSORY NOTE – VARIABLE PAYMENTS

\$200,450.00
PRINCIPAL

CWB Maxium Financial Inc.
Suite #1 - 30 Vogell Road
Richmond Hill, Ontario
L4B 3K6

August 6, 2019
DATE

1. PROMISE TO PAY AND INTEREST

For value received, St. Mary Cooksville Pharma Inc. (referred to in this Promissory Note (the "Note") as "you", "your" and "yours") with offices located at 3035 Hurontario Street, Mississauga, ON L5A 2G9 promises to pay to CWB Maxium Financial Inc. and/or its successors and assigns (referred to in this Note as "we", "our", "ours" and "us"), the sum of Two Hundred Thousand Four Hundred Fifty Dollars and Zero Cents (\$200,450.00) ("Principal") in lawful money of Canada, with interest calculated and compounded monthly not in advance at 5.95% per annum ("Interest Rate") ("Interest") and interest on overdue Interest at 18% per annum. In the event the Principal balance, if any, is not paid in full at maturity, Interest shall accrue on the outstanding Principal thereafter amount at the rate of 18% per annum until paid. Provided that if such rate of interest exceeds the maximum permitted by law, the interest on overdue Interest shall be the maximum rate permitted by law.

2. CALCULATION OF INTEREST AND REPAYMENT

Interest shall be computed from the day the Principal is advanced (the "Commencement Date"). Principal and Interest shall be paid on the 15th day of each and every month commencing on the 15th day of September 2019 and up to and including the 15th day of August 2024 ("Term Date") when the balance, if any, of the Principal and Interest shall be paid. Principal and Interest shall be repaid in 60 consecutive monthly instalments as set out in the Schedule of Instalments below (the "Instalments").

No. of Instalments	Date From (inclusive)	Date To (inclusive)	Amount of Each Instalment
60	September 15, 2019	August 15, 2024	\$2,222.55
1	August 15, 2024	August 15, 2024	\$115,100.76

Each Instalment under this Note shall be applied first in payment of Interest and the balance, if any, shall be applied in reduction of Principal. Your obligations under this Note shall be absolute and unconditional and shall not be subject to any counter-claim, set-off or other claim whatsoever of yours against us.

3. ACCELERATION

In the event that (a) you default in making any payment when due hereunder or under any other agreement with us, (b) you fail to observe or perform any other covenant or obligation herein or in any other agreement with us, and such failure continues for seven days after the earlier of the day that you first have knowledge of such failure and the day on which we give you notice of such failure, (c) a default occurs under any agreement under which you have outstanding indebtedness or under which indebtedness is guaranteed by you, or any indebtedness of or guaranteed by you which is payable on demand is not paid on demand, (d) an order is made or a resolution passed for your winding-up or a notice of intention to make a proposal is filed or a proposal is made by you to your creditors under the *Bankruptcy and Insolvency Act* (the "Act") or a petition is filed by or against you or an authorized assignment is made by you under the Act or a receiver or agent is appointed with respect to you under any bankruptcy or insolvency legislation or by or on behalf of a secured creditor of yours or an application is made under the *Companies' Creditors' Arrangement Act* or any successor or similar legislation, (e) any circumstance changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospects, or (f) if you are a corporation, partnership or sole proprietorship, as the case may be, you permit any change of ownership or change your capital structure subsequent to the Commencement Date, you shall be required to pay us on demand, whereupon you shall immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, the present value of all Instalments required to be paid to and including the Term Date that have not been paid at the date of calculation (whether or not accrued or due and payable), discounted from the respective dates on which the instalments would otherwise be payable to the date of calculation, at the lesser of (i) 3% per annum, compounded monthly or (ii) the then current yield prevailing for a Government of Canada bond with term remaining most closely approximating the period of time remaining hereunder at such time to the Term Date, and all other accrued and then unpaid interest.

4. NON-WAIVER

The extension of the time for making any payment which is due and payable under this Note at any time or times or the failure, delay or omission on our part to exercise or enforce any of our rights or remedies hereunder or under any instrument securing

payment of the indebtedness evidenced by this Note shall not constitute a waiver of our right to enforce such rights and remedies thereafter.

5. INTEREST ACT

For the purposes hereof, whenever interest is calculated on the basis of a period other than a calendar year (the "Relevant Period"), each rate of interest determined pursuant to such calculation expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the Relevant Period.

6. OTHER INFORMATION

You will from time to time provide us with any information or document which we may reasonably request. You authorize us to conduct credit investigations and authorize us to release any credit information to credit reporting agencies and any of our assignees.

7. NOTICE

Notice must be in writing. Any document in connection with this Note will be considered to have been delivered to or served upon, and received by, you or us upon the earlier of actual receipt by an employee or an officer of the receiving party and (if mailed and there has been no interruption of postal service) the expiry of 10 days after the date the document was posted by prepaid ordinary mail to the receiving party's address as set out on the first page of this Note (or such other address as the receiving party may have last notified the sender).

8. LANGUAGE

It is your wish and ours that this Note and all related documents be drawn up and signed in English. C'est votre désir et le notre que le présent Contrat et tous documents s'y rapportant soient rédigés et signés en anglais.

9. MISCELLANEOUS

(a) Time is of the essence in respect of this Note. (b) This Note will be governed by and construed in accordance with the laws of the province or territory where you are located. (c) This Note is the entire agreement between you and us with respect to the subject matter hereof and may be varied only by written documents signed by both parties. (d) If more than one person, firm, or corporate body signs this Note as the borrower, each is jointly and severally liable (which allows us, at our option, to require performance or payment of all obligations under this Note from any one of them or a portion from each). (e) A provision of this Note which is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. (f) You may not assign your rights and obligations under this Note, unless we give you our prior written approval. We may assign, in our sole discretion at any time, without your consent, our right, title and interest in this Note. You hereby consent to the delivery by us to any prospective assignee of such information concerning you as may be in our possession and requested by such assignee. Upon notice of an assignment you shall unconditionally pay to our assignee all instalment payments and other amounts due hereunder and shall not assert any defense against our assignee in any action for instalment payments or other amounts due and payable hereunder and you will not assert against our assignee any claim by way of abatement, defense, set-off, compensation or the like. (g) You agree to make payments under a pre-authorized payment plan which may be withdrawn on or about each instalment payment due date, including arrears or other penalties which may be withdrawn at any time without notice. (h) You hereby waive the benefits of division and discussion, demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note. (i) You have received a copy of this Note.

St. Mary Cooksville Pharma Inc.

BY: 

Name: SANDRA YOUSSEF

Title: PRESIDENT

BY: _____

Name:

Title:

LETTER OF DIRECTION

To: **CWB MAXIUM FINANCIAL INC. ("CWB MAXIUM")**


Re: Fixed Rate Promissory Note dated AUG 08 2019

Please accept this Letter of Direction as your good and sufficient authority to make the following payments from the proceeds of the above noted agreement:

<u>Payee</u>	<u>Amount</u>
CWB MAXIUM FINANCIAL INC. Re: St. Mary Cooksville Pharma Inc.	
CWB Maxium Administration Fee	\$450.00

Dated this 8 day of August 2019

St. Mary Cooksville Pharma Inc.

By: 
Name: SANDRA YOUSSEF
Title: PRESIDENT

By: _____
Name:
Title:

LETTER OF DIRECTION

To: **CWB MAXIUM FINANCIAL INC. ("CWB MAXIUM")**


Re: Fixed Rate Promissory Note dated AUG 08 2019

Please accept this Letter of Direction as your good and sufficient authority to make the following payments from the proceeds of the above noted agreement:

<u>Payee</u>	<u>Amount</u>
Goldstein and Grubner- in trust Re: St. Mary Cooksville Pharma Inc.	
Proceeds of Loan	\$200,000.00

Dated this 8 day of August 2019

St. Mary Cooksville Pharma Inc.

By: 
Name: SANDRA YOUSSEF
Title: PRESIDENT

By: _____
Name:
Title:

AMENDING AGREEMENT

BETWEEN: **St. Mary Cooksville Pharma Inc.**
3035 Hurontario St.
Mississauga, ON L5A 2G9

(hereinafter called the "Borrower")

AND **CWB MAXIUM FINANCIAL INC.**
30 Vogell Rd, Unit #1
Richmond Hill, ON
L4B 3K6

(hereinafter called "CWB Maxium")

WHEREAS the parties hereto have entered into Fixed Rate Promissory Note dated August 8, 2019 (the "Promissory Note") pursuant to which the CWB Maxium has provided certain financing, as set out therein, to the Borrower;

AND WHEREAS the parties have agreed to amend the payment stream on the Promissory Note to defer payments as set out in the Promissory Note as provided herein;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the payment stream as set forth in the Promissory Note is hereby amended to the following:

Revised Payment Stream:

No. of Instalments	Date From (inclusive)	Date To (inclusive)	Amount of Each Instalment
7	September 15, 2019	March 15, 2020	\$2,222.55
3	April 15, 2020	June 15, 2020	\$0.00
50	July 15, 2020	August 15, 2024	\$2,222.55
1	August 15, 2024	August 15, 2024	\$126,664.39

Except as set out herein, all other terms and conditions of the Promissory Note shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to the Promissory Note on the 8th day of April, 2020.

CWB MAXIUM FINANCIAL INC.

St. Mary Cooksville Pharma Inc.

By: _____

By:  _____

Name & Title:

Name & Title:

By: _____

Name & Title:

General Security Agreement

Customer: St. Mary Cooksville Pharma Inc.Date: October 31, 2018**SECURITY INTEREST**

In consideration of our dealing with or continuing to deal with you, you grant to us a continuing security interest in all of your Assets and Undertakings (defined below) and an assignment of your Accounts (defined below). The Assets and Undertakings over which you have granted us a security interest hereby, the Accounts assigned to us, together with the Proceeds (defined below) thereof, are herein collectively called the "Collateral". You agree that we have not agreed to postpone the time for attachment of the security interest granted hereby with respect to your presently existing Collateral, that such security interest shall attach to any Collateral acquired after the date hereof as soon as you obtain rights in such Collateral and that value has been given.

INDEBTEDNESS AND LIABILITY SECURED

You agree that the obligations secured by the security interest granted hereby (collectively, the "Obligations") include, without limitation, all your present and future obligations, indebtedness and liability to us, direct and indirect, absolute and contingent, whether matured or not matured, and include all costs and expenses (including legal fees and expenses) incurred by us in connection with our dealings with you.

1. DEFINITIONS OF COLLATERAL

ASSETS AND UNDERTAKINGS - all of your present and after acquired personal property and undertakings including without limitation, inventory, Equipment Deposits and Credit Balances, Investment Property, Life Insurance (all as defined herein), all intangible and intellectual property, and all real and immovable property both freehold and leasehold, except for the last day of the term of any lease.

INVENTORY - all presently owned and after acquired goods and other property held for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, or that are raw materials, work in process, or materials used or consumed in your business or profession.

EQUIPMENT - all presently owned and after acquired goods that are owned by you other than inventory and consumer goods.

DEPOSITS AND CREDIT BALANCES - all monies and credit balances which are now or may hereafter be on deposit with or standing to your credit with us, and/or with any of our subsidiaries and affiliates, up to the amount set out on Schedule A (or all deposit and credit balances, if no amount is set out on Schedule A) and any amount of interest due or accruing due to you in connection with any such deposit or credit balance.

INVESTMENT PROPERTY - all present and future investment property held by you, including securities, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of yours in property or in an enterprise or which constitute evidence of an obligation of the issuer (collectively called "Investment Property") including, without limitation, any Investment Property specifically identified in Schedule A, and all substitutions therefor and, subject to Section 5, dividends and income derived therefrom.

LIFE INSURANCE - the life insurance policy or policies described on Schedule A and any proceeds derived therefrom, and any amounts held by the insurer as pre-paid premiums or for the payment of future premiums.

2. ACCOUNTS

You absolutely assign and transfer to us all debts, accounts, choses in action, claims, demands, and moneys now due, owing, accruing, or which may hereafter become due, owing or accruing to you, together with all rights, benefits, security interests, mortgages, instruments, rights of action, deeds, books and records and documents now or hereafter belonging to you in respect of or as security for any of the foregoing (collectively called "Accounts"). This assignment is and shall be a continuing security to us for the Obligations. All money or any other form of payment received by you in payment of any Accounts shall, following any continuing Event of Default under this Agreement, be received and held by you in trust for us.

3. INVESTMENT PROPERTY

If any of the Collateral consists of Investment Property, (a) you authorize us to transfer such Collateral or any part thereof into our own name or that of our nominee so that we or our nominee may appear of record as the sole owner of such Collateral; provided, that until the occurrence of any continuing Event of Default, we shall deliver promptly to you all notices, statements or other communications received by us or our nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give you or your designee a proxy or proxies to vote and take all action with respect to such Collateral; provided further that after the occurrence of any continuing Event of Default, you waive all rights to be advised of or to receive any notices, statements or communications received by us or our nominee as such registered owner, and agree that no proxy or proxies given to you or your designee by us shall thereafter be effective; and (b) you further agree to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be

necessary or appropriate in order to give us "control" of such Investment Property, as defined in the *Securities Transfer Act, 2006* (Ontario), which "control" shall be in such manner as we shall designate in our sole judgment and discretion, including, without limitation, an agreement by any issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by us, whether before or after the occurrence of any continuing Event of Default, without further consent from you.

4. PROCEEDS

You grant us a security interest on all of your property in any form derived directly or indirectly from any or dealing with any Assets and Undertakings or Accounts or that indemnifies or compensates for Assets and Undertakings destroyed or damaged (all of which property is herein collectively called "Proceeds"). Proceeds shall be received and held by you in trust for us.

5. INCOME AND INTEREST ON INVESTMENT PROPERTY

Until the occurrence of any continuing Event of Default, you reserve the right to receive all income from or interest on the Collateral consisting of Investment Property, and if we receive any such income or interest prior to the occurrence of any continuing Event of Default, we agree to pay you such income or interest promptly. After the occurrence of any continuing Event of Default, you will not demand or receive any income from or interest on such Collateral, and if you receive any such income or interest, such income or interest shall be held by you in trust for us in the same medium in which received, shall not be commingled with any of your other assets and shall be delivered to us in the form received, properly endorsed to permit collection, not later than the next business day following the day of its receipt. We may apply the net cash receipts from such income or interest to payment of any of the Obligations, provided that we account for and pay over to you any such income or interest remaining after payment in full of the Obligations.

6. COSTS AND EXPENSES

You agree to pay the costs and expenses we incur to enforce this Agreement, register this Agreement or notice of it, repossess, maintain, preserve, repair or sell the Collateral, or appoint a consultant, receiver, receiver and manager or agent, and to pay interest thereon. You also agree to pay all legal costs and fees (including in-house legal fees, charges and expenses), incurred by us to do any of the above or to defend any legal claim or counterclaim by you or others respecting the manner of our enforcement of, or our right to enforce, this Agreement. You will pay the legal fees incurred by us on a solicitor and own client basis.

7. FREE AND CLEAR

You hereby represent and warrant to us that you are the owner of the Collateral free from any hypothec, mortgage, lien, charge, security interest or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party. You hereby covenant and agree to keep the Collateral free and clear of all taxes, assessments, and security or proprietary interests in favour of third parties. You hereby covenant and agree to not sell, give away, part with possession of or otherwise dispose of any part of the Collateral, (except inventory sold in the normal course of business and obsolete equipment) without our prior written consent.

8. INSURANCE

You will, at your cost, keep the Collateral insured from all risk of loss, theft or damage as are customarily insured by businesses in the industry in which you are engaged. If requested, you will provide us with a copy of the insurance policy. The insurance policy will name us as first loss payee and additional insured. We may, in our absolute discretion, pay any premium due on any insurance policy, including any life insurance policy forming part of the Collateral, and the amount of any premium we pay will be added to and form part of the Obligations.

9. LOCATION OF COLLATERAL

You will keep the Collateral at the location or locations set out on Schedule A. You will not remove the Collateral from this location (except in the ordinary course of your business) without

our prior written consent. If no location is set out on Schedule A, you will keep the Collateral at the address shown below your signature to this Agreement.

10. LIMITATION ON OBLIGATIONS OF CWB MAXIMUM

Our sole obligation with respect to the custody, safekeeping and physical preservation of Collateral in our possession shall be to use reasonable care in the custody and safekeeping thereof, and we shall be deemed to have used reasonable care if we deal with such Collateral in the same manner as we deal with similar property for our own account. Neither we nor any of our directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon the Collateral or any part thereof or for any delay in doing so, or shall be under any obligation to sell or otherwise dispose of any Collateral whether at your request or otherwise.

11. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that:

- (a) if applicable, you are a corporation duly existing, or a partnership duly established, under the laws of the jurisdiction of your incorporation or establishment, have all necessary power and authority to own your property and assets, to carry on your business as currently carried on by you and hold all necessary licenses, permits and consents as are required so to own your property and assets and so to carry on business in each jurisdiction in which you do so;
- (b) you have the capacity, power and authority and the legal right to execute and deliver, to perform your obligations under, this Agreement, and have taken all necessary action, corporate or otherwise, to authorize the execution and delivery of this Agreement and the performance of your obligations hereunder;
- (c) this Agreement constitutes a legal, valid and binding obligation of yours enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;
- (d) except for consents which have been obtained and are in full force and effect, no consent of any person is required, or purports to be required, in connection with the execution and delivery of this Agreement by you or the performance of your obligations hereunder;
- (e) the execution and delivery by you of this Agreement and the performance of your obligations hereunder will not violate any applicable law or contractual obligation applicable to you; and
- (f) the representations and warranties set out in clauses (a) through (e) above or in any certificate or other document delivered to us by you or on your behalf are material, shall be deemed to have been relied upon by us notwithstanding any investigation heretofore or hereafter made by us or on our behalf, shall survive the execution and delivery of this Agreement and shall continue in full force and effect without time limit.

12. REPORTING

You will:

- (a) if you are a corporation, a partnership or a sole proprietorship, provide to us accountant-prepared financial statements within 120 days of each of your fiscal year ends;
- (b) if you are a pharmacy, provide to us RX Reports within 120 days of each of your fiscal year ends;
- (c) if you are an individual, provide to us your personal net worth statement upon request by us;
- (d) advise us of any Event of Default immediately upon the occurrence of such event;
- (e) inform us of any actual or probable material litigation and provide us with copies of all relevant documents upon request; and
- (f) provide us with such other information and financial data as we may request from time to time.

13. POSITIVE COVENANTS

You agree to:

- (a) make all payments when due or demanded to us (without any condition, deduction, set-off or holdback) at our address noted above (or any other address that we advise);
- (b) if applicable, maintain your existence as a corporation, partnership, or sole proprietorship, as the case may be, and keep all material agreements, rights, franchises, licences, operations, contracts or other arrangements in full force and effect;
- (c) pay all taxes, which may result in a lien or charge on any of your property and assets;

- (d) maintain, protect and preserve the Collateral in good repair and working condition;
- (e) provide such security as we may require;
- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof;
- (g) permit us or our authorized representatives full and reasonable access to your premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom;
- (h) notify us in writing at least 20 days prior to any change of your name; and
- (i) notify us in writing promptly of any significant loss of or damage to the Collateral; and
- (j) maintain a consolidated Debt Service Coverage Ratio ("DSC Ratio") of at least 1.25x, as at each fiscal year end (where "DSC Ratio" means the ratio of:
(a) as the numerator, the consolidated earnings before interest expenses and other bank charges, amortization and depreciation, any other non-cash expenses, any realized gains and/or losses from the sale of any investments, property or other assets, non-arm's length management fees and salaries paid to related parties and income taxes less cash taxes for the twelve-month period ending at the given fiscal year end, divided by:
(b) as the denominator, the aggregate sum of all bank charges and all principal and interest payments for all debt and capital lease obligations during the twelve-month period for the given fiscal year.)

You also agree (i) to report the DSC Ratio and related calculations to us as part of the financial reporting required under clause 12 (a) and (ii) that all calculations in connection with the DSC Ratio shall be subject to our review, approval and adjustments acting in our sole discretion.

14. NEGATIVE COVENANTS

You will not:

- (a) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to the Collateral, or sign or file under the *Personal Property Security Act* (Ontario) (the "PPSA") or similar registry system of any jurisdiction a financing statement which names you as a debtor, or sign any security agreement authorizing any secured party thereunder to file such financing statement creating a security interest in the Collateral;
- (b) if you are a corporation, a partnership or a sole proprietorship, as the case may be, permit any change of ownership or change your capital structure without our prior written consent, such consent not to be unreasonably withheld;
- (c) transfer your interest in any part of the Collateral not expressly permitted under this Agreement or change the location(s) of the Collateral without our prior written consent;
- (d) make any investment in or acquisition of, or provide any guarantee or other financial assistance to, any other business entity or person without our prior written consent; or
- (e) make any payments or distributions including but not limited to dividends, redemption or retraction payments or any other amounts in respect to any of your common shares, preferred shares or any other outstanding capital stock if there is an outstanding default or Event of Default, or any such payment causes a default or an Event of Default.

15. DEFAULT

You shall be in default under this Agreement upon the happening of any of the following events (each, an "Event of Default"):

- (a) you or any other person liable for the Obligations is in default under any agreement relating to the Obligations or any part thereof;
- (b) you or any other person liable for the Obligations is in default under any other loan, debt or obligation owed to anyone else, subject to the passage of any applicable grace period;
- (c) you fail to perform any of the terms or conditions of this Agreement or any other agreement between you and us;
- (d) you become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for you or for a substantial part of your property without your consent;
- (e) bankruptcy, reorganization or insolvency proceedings shall be instituted by or against you;
- (f) any statement made by you to induce us to extend credit to you was false in any material respect when made, or becomes false;
- (g) anyone takes possession of or applies to any court for possession of the Collateral, or anyone claims to have rights in the Collateral superior to our rights;
- (h) if you are an individual, you are declared incompetent by a court, or you die, or, if you are a partnership, a partner dies;
- (i) if you are an individual, and your certificate of registration from your professional governing body is suspended or revoked;

- (j) you pledge, encumber, mortgage or otherwise create or permit the continued existence of any lien or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party with respect to any of the Collateral, except for any lien granted by you in our favour;
- (k) you incur any indebtedness for borrowed money (including, without limitation, by guaranteeing the obligations of others) outside of the ordinary course of business;
- (l) you fail to deliver to us on a timely basis the financial information required by any agreement between us; or
- (m) any other event occurs which causes us in good faith, to deem ourselves insecure, or to believe that the Collateral, or any part thereof, or the value thereof, is or is about to be placed in jeopardy.

16. REMEDIES

Upon the occurrence of an Event of Default, we may require you to repay any or all of the Obligations in full, whether matured or not, and we may enforce this Agreement by any method permitted by law, and we may exercise any rights and remedies under applicable law, and we may appoint any person, including our employee, to be an agent, a receiver or receiver and manager (the "Receiver") of the Collateral. We and the Receiver shall be entitled to:

- (a) seize and possess the Collateral;
- (b) carry on your business;
- (c) sell, lease or otherwise dispose of the Collateral;
- (d) foreclose on the Collateral;
- (e) in the case of Life Insurance, exercise any options available to you under the Life Insurance;
- (f) demand, sue for and receive Accounts, give effectual receipts and discharges for the Accounts, compromise any Accounts which may seem bad or doubtful to us and give time for payment thereof with or without security;
- (g) make any arrangement or compromise in our interest; or
- (h) take any other action deemed necessary to carry into effect the provisions of this Agreement.

The Receiver shall be your agent and you shall be solely responsible for the Receiver's actions. We shall not be in any way responsible for any misconduct or negligence on the part of the Receiver. If the proceeds of the realization of the Collateral are insufficient to repay us the Obligations in full, then you forthwith shall pay us such deficiency. The rights and powers in this paragraph are supplemental to and not in substitution for any other rights we may have from time to time.

17. POWER OF ATTORNEY

You irrevocably appoint us your attorney, with power of substitution and appointment, to sign for you, at our option, all documents necessary or desirable to permit us to exercise any of our rights and remedies under this Agreement and to complete the Schedule attached hereto, with the right to use your name and to take proceedings in your name.

18. NON WAIVER BY US

Any breach by you of this Agreement or the occurrence of an Event of Default may only be waived by us in writing. Any waiver by us does not mean that any subsequent breach or Event of Default is also waived. Any failure by us to notify you of an Event of Default shall not be deemed to be a waiver of such Event of Default. No course of conduct or omission on our part or on your part shall give rise to any expectation by you that we will not insist on strict compliance with the terms of this Agreement.

19. DEALING WITH SECURITY INTEREST

We may take and give up any of the Collateral or modify or abstain from perfecting or taking advantage of our security interest in the Collateral and otherwise deal with any of the Collateral as we shall see fit without prejudice to your liability or to our rights under this Agreement or at law.

20. PAY ENCUMBRANCES

We or the Receiver may pay any encumbrance that may exist or be threatened against the Collateral. In addition, we or the Receiver may borrow money required for the maintenance, preservation or protection of the Collateral and may grant further security interests in the Collateral in priority to the secured interest created hereby as security for the money so borrowed. In every such case, the amounts so paid or borrowed together with costs, charges, and expenses incurred in connection therewith shall become part of the Obligations, shall bear interest at the highest rate per annum charged by us on the Obligations and shall be secured by this Agreement.

21. PAYMENTS

We shall have the right to appropriate any payment made by you to any of your Obligations as we see fit and to revoke or alter any such appropriation.

22. DEFINITIONS

In this agreement "you", "your" and "yours" refer to the Customer named above. "We", "our", "ours", and "us" refer to CWB Maxium Financial Inc.

23. CONTINUING EFFECTIVENESS

This Agreement shall be a continuing agreement in every respect, securing the payment of the Obligations. If any part of this Agreement is invalid or void, the remaining terms and provisions of this Agreement shall remain in full force and effect.

24. ACKNOWLEDGEMENT & WAIVER

You acknowledge receipt of a copy of this Agreement. You waive any right you may have to receive a copy of any financing statement, verification statement, or similar document we register or that we may receive by way of confirmation of a security registration in respect of this Agreement or any agreement amending, supplementing or replacing it.

25. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon you, your heirs and your successors and assigns and shall enure to our benefit and to the benefit of our successors and assigns; provided that you shall not assign any of your rights or obligations hereunder without our prior written consent. We may assign our rights under this Agreement without your consent and without providing you notice of such assignment. This Agreement shall continue in full force and effect notwithstanding any change in the composition of or membership of any firm or corporation, which is a party hereto.

26. NOTICES

Any notice required to be given under this Agreement may be delivered directly to you or us or may be sent by prepaid registered mail addressed to our address shown above or your address shown below, or such further address as we or you may notify to the other in writing from time to time, and if so given the notice shall be deemed to have been given on the day of delivery or the day when it is deemed or otherwise considered to have been received for the purposes of the PPSA, as the case may be.

27. DISCHARGE

If you pay us all of the Obligations secured by this Agreement and otherwise observe and perform the terms and conditions hereof, then we shall, at your request and expense, release and discharge the security interest created by this Agreement and execute and deliver to you such deeds and other instruments as shall be required to effect any such release and discharge.

28. ENTIRE AGREEMENT

You acknowledge that this is the entire agreement between you and us and there are no other written or oral representations or warranties, which apply to the Collateral or to this Agreement. This Agreement may only be amended by an agreement in writing signed by us.

29. NO MERGER

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish your liability to make payment of or satisfy the Obligations.


30. FURTHER ASSURANCES

You shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered every such further act, deed, conveyance, instrument, transfer, assignment, security agreement and assurance as we may reasonably require in order to give effect to the provisions and purposes of this Agreement.

31. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

St. Mary Cooksville Pharma Inc.

BY: 
 Name: Sandra Youssef
 Title: President

BY: _____
 Name: _____
 Title: _____

Address: 3035 Hurontario Street, Mississauga, ON L5A 2G9

Security Agreement

SCHEDULE A

DEPOSITS AND CREDIT BALANCES

Unlimited

INVESTMENT PROPERTY

N/A

LIFE INSURANCE POLICIES

N/A



LOCATIONS OF COLLATERAL

3035 Hurontario Street, Mississauga, ON L5A 2G9

**RESOLUTION AND CERTIFICATE OF THE SECRETARY
OF
St. Mary Cooksville Pharma Inc.**

I, Sandra Youssef, hereby certify under the corporate seal of St. Mary Cooksville Pharma Inc. (the "Company") that:

- (a) I am the duly appointed secretary of the Company,
- (b) a resolution has been passed and the company is authorized to lease equipment and/or borrow funds from CWB Maxium Financial Inc. ("CWB Maxium") from time to time;
- (c) the following is a list setting forth the names of officers and directors of the Company who are authorized to sign documents, with an example of each of their respective signatures, in particular such officers and directors are authorized to execute the Agreements or other agreements as required between the Company and CWB Maxium.
- (d) the Company is a corporation duly incorporated and organized, validly existing and in good standing under the laws of Ontario.

<u>NAME</u>	<u>OFFICE HELD</u>	<u>SIGNATURE</u>
Sandra Youssef	President/Secretary/Treasurer	
Sandra Youssef	Director	

DATED at Toronto, ON the 31 day of October 2018.



Secretary

This is Exhibit "I" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

6F056F5F3BC8405...

Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 8/18/2020
File Currency Date: 08/16/2020
Family(ies): 3
Page(s): 8

SEARCH : Business Debtor : ST. MARY COOKSVILLE PHARMA INC.

Report Type: PPSA VERO

Transaction ID: 21753601

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

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA.
A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
IN RESPECT OF THE FOLLOWING:

Note: Viewing of this report is optimized in landscape mode.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

SEARCH : Business Debtor : ST. MARY COOKSVILLE PHARMA INC.

RUN NUMBER : 230
RUN DATE : 2020/08/17
ID : 20200817100722.39

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ST. MARY COOKSVILLE PHARMA INC.
FILE CURRENCY : 16AUG 2020

ENQUIRY NUMBER 20200817100722.39 CONTAINS 8 PAGE(S), 3 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

TRANSACTIONID=21753601

CONTINUED... 2

RUN NUMBER : 230
 RUN DATE : 2020/08/17
 ID : 20200817100722.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ST. MARY COOKSVILLE PHARMA INC.
 FILE CURRENCY : 16AUG 2020

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 2

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 748989027

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	002		20190311 1714 1462 3966	P PPSA	10

02 DEBTOR
 03 NAME BUSINESS NAME ABU SEIFEIN BRIMLEY PHARMA INC.
 04 ADDRESS 127 MONTEZUMA TRAIL AGINCOURT ONTARIO CORPORATION NO. M1V1K4
 05 DEBTOR
 06 NAME BUSINESS NAME ST. MARY COOKSVILLE PHARMA INC.
 07 ADDRESS 3035 HURONTARIO STREET MISSISSAUGA ONTARIO CORPORATION NO. L5A2G9
 08 SECURED PARTY / LIEN CLAIMANT CWB MAXIUM FINANCIAL INC.
 09 COLLATERAL CLASSIFICATION ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X	X	X	X	X	X				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT CWB MAXIUM FINANCIAL INC.
 17 ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6

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

CONTINUED... 3

RUN NUMBER : 230
 RUN DATE : 2020/08/17
 ID : 20200817100722.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ST. MARY COOKSVILLE PHARMA INC.
 FILE CURRENCY : 16AUG 2020

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 3

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 748989027

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	02	002		20190311 1714 1462 3966	P PPSA	10

02 DEBTOR DATE OF BIRTH 10JUL1989 FIRST GIVEN NAME SANDRA INITIAL SURNAME YOUSSEF

03 NAME BUSINESS NAME

04 ADDRESS 703-676 SHEPPARD AVENUE EAST NORTH YORK ONTARIO CORPORATION NO. ON M2K1B7

05 DEBTOR DATE OF BIRTH 05DEC1984 FIRST GIVEN NAME JOHN INITIAL SURNAME GERGES

06 NAME BUSINESS NAME

07 ADDRESS 703-676 SHEPPARD AVENUE EAST NORTH YORK ONTARIO CORPORATION NO. ON M2K1B7

08 SECURED PARTY / LIEN CLAIMANT

09 COLLATERAL CLASSIFICATION ADDRESS

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10								

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT CWB MAXIUM FINANCIAL INC.

17 ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

RUN NUMBER : 230
 RUN DATE : 2020/08/17
 ID : 20200817100722.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ST. MARY COOKSVILLE PHARMA INC.
 FILE CURRENCY : 16AUG 2020

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 4

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 744901029

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	001		20181017 1532 1862 4357	P PPSA	3

02 DEBTOR
 03 NAME BUSINESS NAME ST. MARY COOKSVILLE PHARMA INC.
 04 ADDRESS 3035 HURONTARIO STREET MISSISSAUGA ONTARIO CORPORATION NO. L5A 2G9
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR
 06 NAME BUSINESS NAME COOKSVILLE PHARMACY
 07 ADDRESS 3035 HURONTARIO STREET MISSISSAUGA ONTARIO CORPORATION NO. L5A 2G9
 08 SECURED PARTY / LIEN CLAIMANT KOHL & FRISCH LIMITED

09 COLLATERAL CLASSIFICATION
 ADDRESS 7622 KEELE STREET CONCORD ON L4K 2R5

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10	X	X	X	X				

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT CYBERBAHN, A THOMSON REUTERS BUSINESS
 17 ADDRESS 400-333 BAY STREET TORONTO ON M5H 2R2
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

RUN NUMBER : 230
 RUN DATE : 2020/08/17
 ID : 20200817100722.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ST. MARY COOKSVILLE PHARMA INC.
 FILE CURRENCY : 16AUG 2020

PROVINCE OF ONTARIO
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 ENQUIRY SEARCH RESPONSE

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 743655186

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	003		20180912 1006 1462 5922	P PPSA	10

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
 03 NAME BUSINESS NAME ST. MARY COOKSVILLE PHARMA INC.
 04 ADDRESS 3035 HURONTARIO STREET MISSISSAUGA ONTARIO CORPORATION NO.
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON L5A2G9

05 DEBTOR
 06 NAME BUSINESS NAME JM WESTVIEW PHARMA INC.
 07 ADDRESS 15 MILL STREET EAST TILBURY ONTARIO CORPORATION NO.
 08 SECURED PARTY / LIEN CLAIMANT CWB MAXIUM FINANCIAL INC. ON N0P2L0

09 COLLATERAL CLASSIFICATION ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X	X	X	X	X	X				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT CWB MAXIUM FINANCIAL INC.
 17 ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6

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

CONTINUED...

6

RUN NUMBER : 230
 RUN DATE : 2020/08/17
 ID : 20200817100722.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ST. MARY COOKSVILLE PHARMA INC.
 FILE CURRENCY : 16AUG 2020

PROVINCE OF ONTARIO
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 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 6

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 743655186

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	02	003		20180912 1006 1462 5922	P PPSA	10

01 DEBTOR NAME
 02 DEBTOR NAME
 03 DEBTOR NAME
 04 DEBTOR NAME
 05 DEBTOR NAME
 06 DEBTOR NAME
 07 SECURED PARTY / LIEN CLAIMANT
 08 SECURED PARTY / LIEN CLAIMANT
 09 COLLATERAL CLASSIFICATION
 10 COLLATERAL CLASSIFICATION
 11 COLLATERAL CLASSIFICATION
 12 COLLATERAL CLASSIFICATION
 13 COLLATERAL CLASSIFICATION
 14 COLLATERAL CLASSIFICATION
 15 COLLATERAL CLASSIFICATION
 16 COLLATERAL CLASSIFICATION
 17 COLLATERAL CLASSIFICATION

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ADDRESS	CITY	PROV	CORPORATION NO.
10JUL1989	SANDRA		YOUSSEF	703-676 SHEPPARD AVENUE EAST	NORTH YORK	ON	M2K3E7
05DEC1984	JOHN		GERGES	14774 WOODBINE AVENUE	GORMLEY	ON	LOH1G0

YEAR MAKE	MODEL	V.I.N.	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

16 REGISTERING AGENT
 CWB MAXIUM FINANCIAL INC.
 1 - 30 VOGELL ROAD
 RICHMOND HILL
 ON L4B3K6
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

RUN NUMBER : 230
 RUN DATE : 2020/08/17
 ID : 20200817100722.39
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : ST. MARY COOKSVILLE PHARMA INC.
 FILE CURRENCY : 16AUG 2020

PROVINCE OF ONTARIO
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REPORT : PSSR060
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

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01	03	003		20180912 1006 1462 5922	P PPSA	10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME JOHN GERGES

04 ADDRESS 15 MILL STREET EAST TILBURY ONTARIO CORPORATION NO.
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON NOP2L0

05 DEBTOR
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10									

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT CWB MAXIUM FINANCIAL INC.
 17 ADDRESS 1 - 30 VOGELL ROAD RICHMOND HILL ON L4B3K6
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

RUN NUMBER : 230
RUN DATE : 2020/08/17
ID : 20200817100722.39
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : ST. MARY COOKSVILLE PHARMA INC.
FILE CURRENCY : 16AUG 2020

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 8

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
748989027	20190311 1714 1462 3966			
744901029	20181017 1532 1862 4357			
743655186	20180912 1006 1462 5922			

3 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

This is Exhibit "J" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

6F056F5F3BC8405...

Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2767723	CAPITAL PHARMACY INC.	2020/07/23
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
SAMIR SHENODA 3075 HURONTARIO STREET		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
SAMIR SHENODA 3075 HURONTARIO STREET		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
Activity Classification	Number of Directors Minimum Maximum	
NOT AVAILABLE	00001 00010	NOT APPLICABLE

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2767723	CAPITAL PHARMACY INC.

Corporate Name History	Effective Date
CAPITAL PHARMACY INC.	2020/07/23

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator: Name (Individual / Corporation)	Address
SAMIR SHENODA	1543 MORSE PLACE MILTON ONTARIO CANADA L9T 5V4

Date Began	First Director	
2020/07/23	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number

2767723

Corporation Name

CAPITAL PHARMACY INC.

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

SAMIR
SHENODA

Address

1543 MORSE PLACE

MILTON
ONTARIO
CANADA L9T 5V4

Date Began

2020/07/23

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

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

SAMIR
SHENODA

Address

1543 MORSE PLACE

MILTON
ONTARIO
CANADA L9T 5V4

Date Began

2020/07/23

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

CORPORATION PROFILE REPORT

Ontario Corp Number

2767723

Corporation Name

CAPITAL PHARMACY INC.

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

SAMIR
SHENODA

Address

1543 MORSE PLACE

MILTON
ONTARIO
CANADA L9T 5V4

Date Began

2020/07/23

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2767723	CAPITAL PHARMACY INC.

Last Document Recorded		
Act/Code	Description	Date
CIA	INITIAL RETURN	2020/09/15 (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.

This is Exhibit "K" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

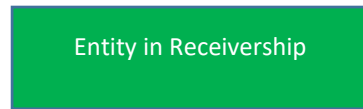
Asim Iqbal

6F056F5F3BC8405...

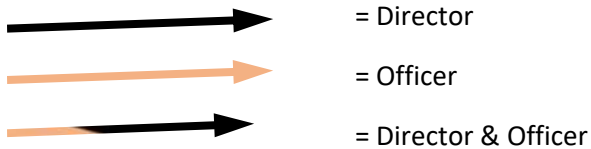
Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

LEGEND



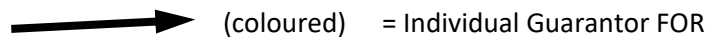
PG 2



PG 3



PG 4

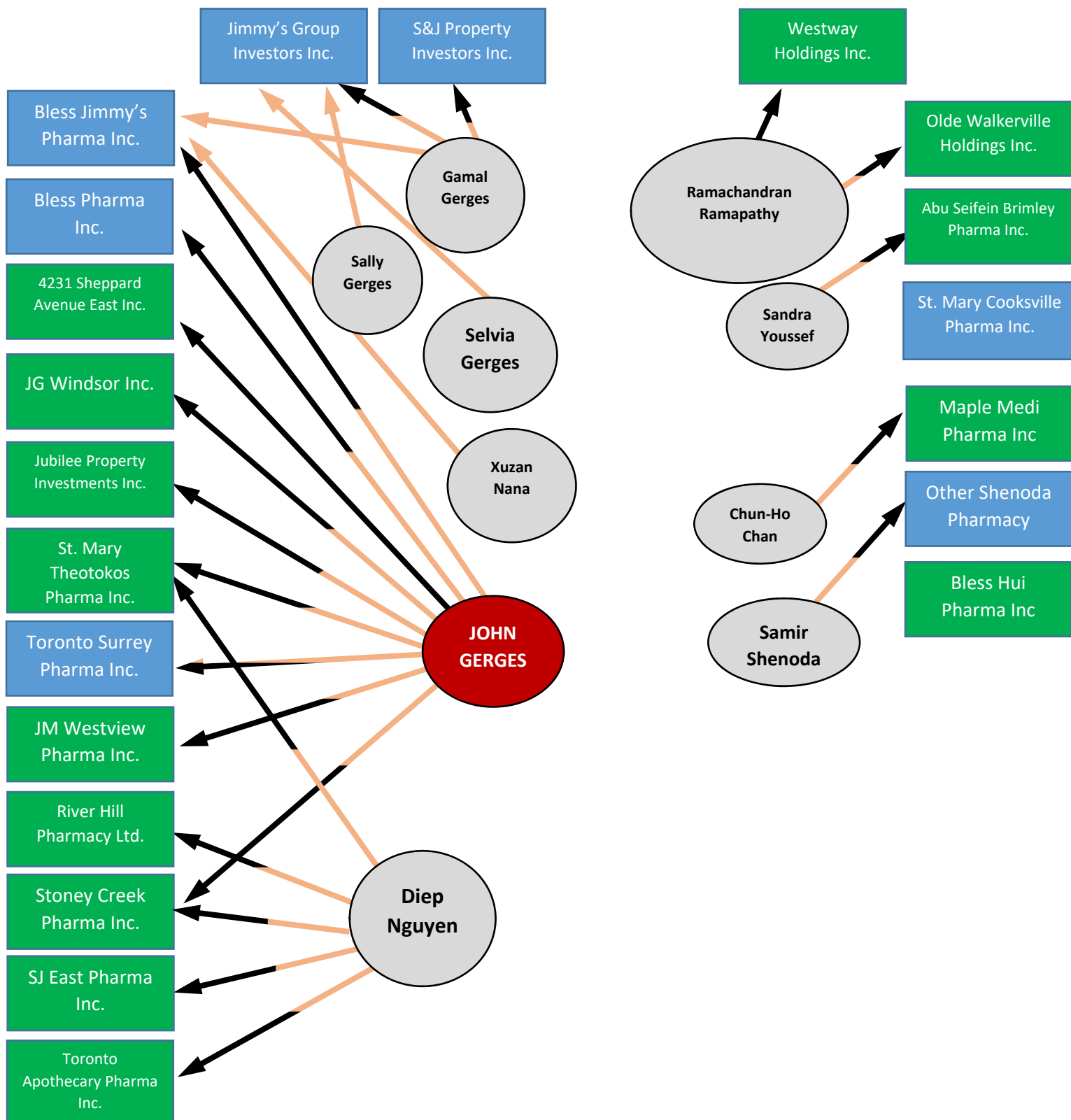


PG 5

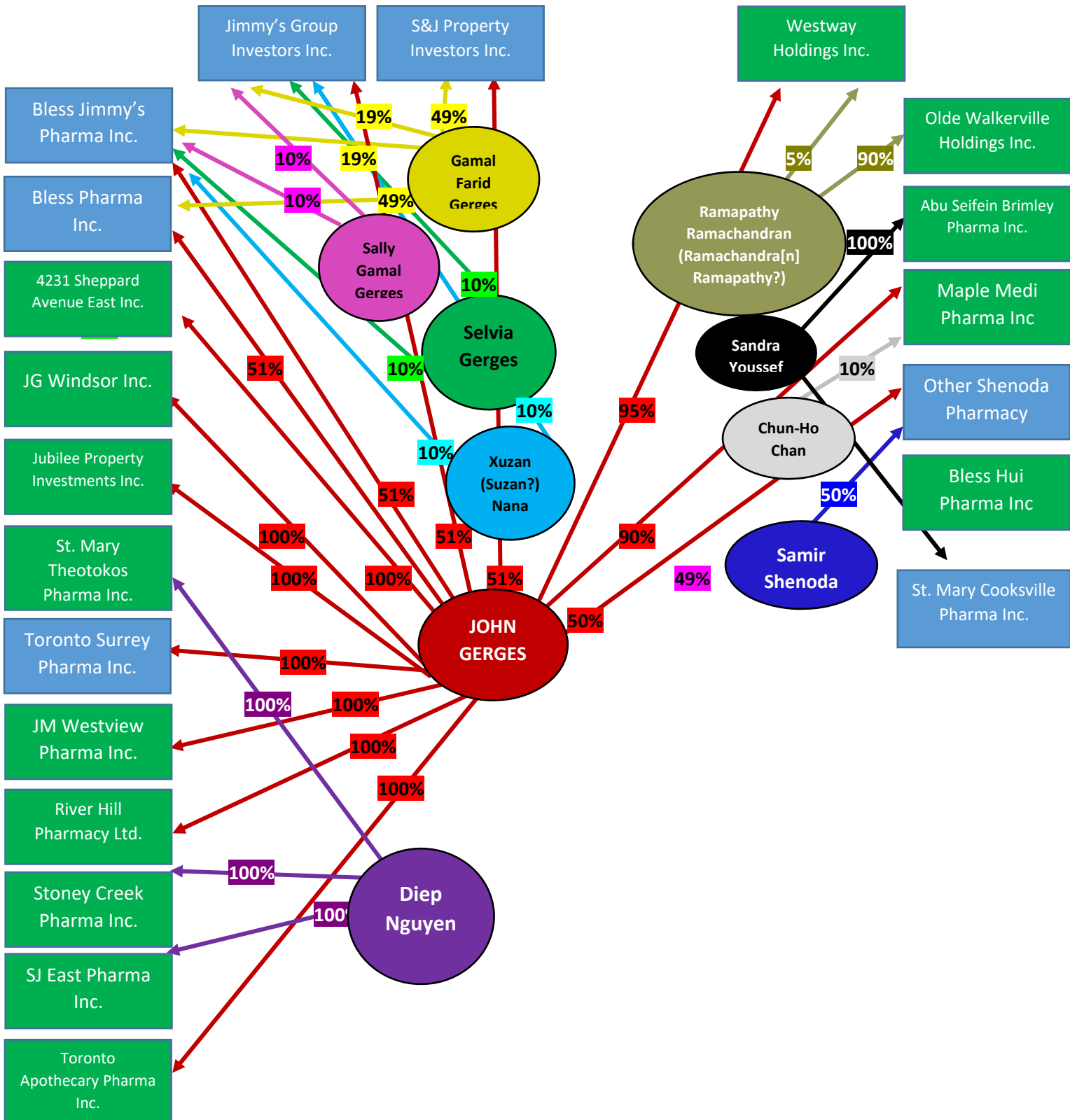


*For consistency purposes, the same corporations are on the perimeter of ALL of the diagrams, whether or not a relationship to them is displayed. However, individual parties are NOT necessarily present in all diagrams, so that relationship arrows are more legible.

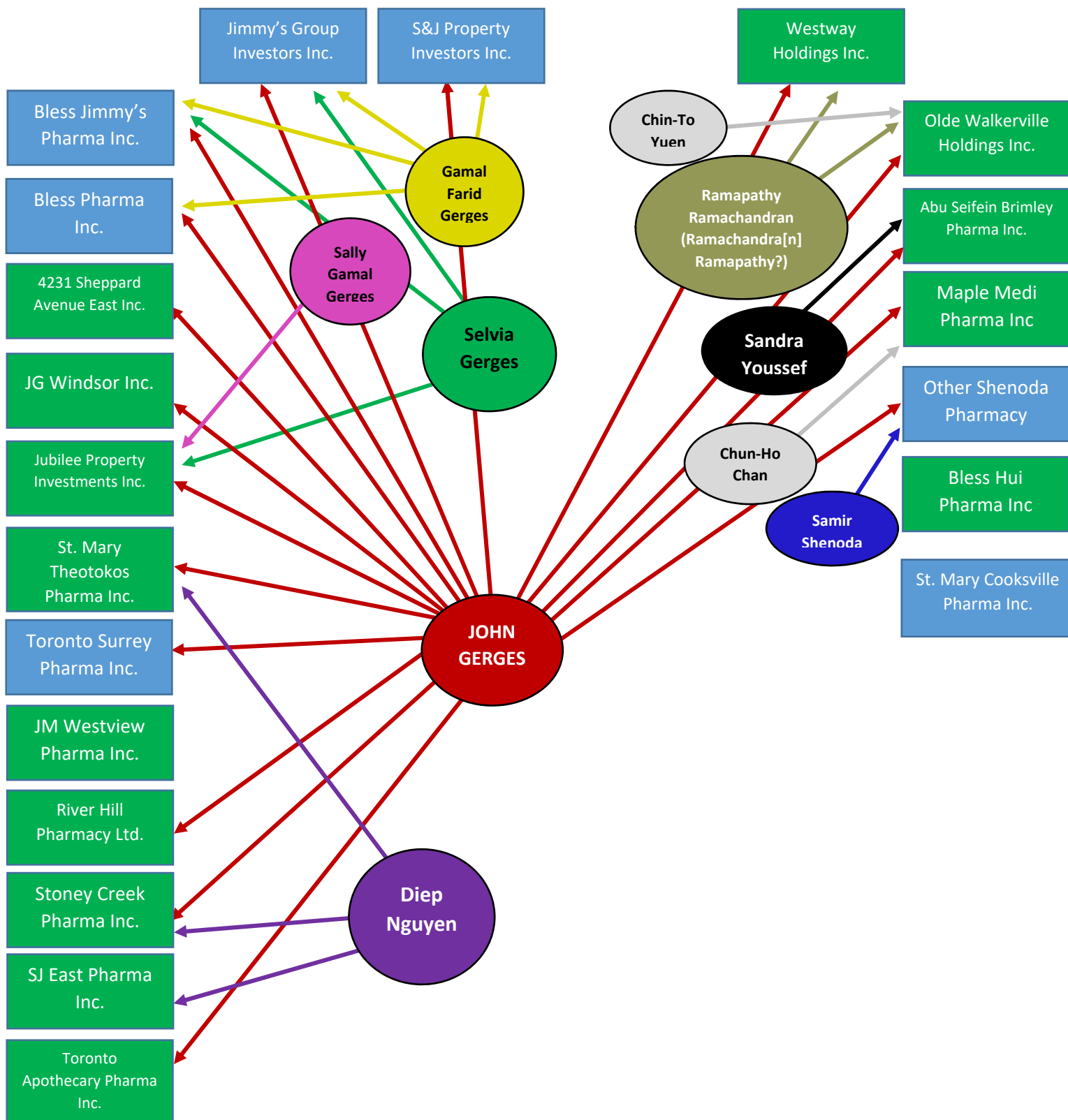
Directors & Officers



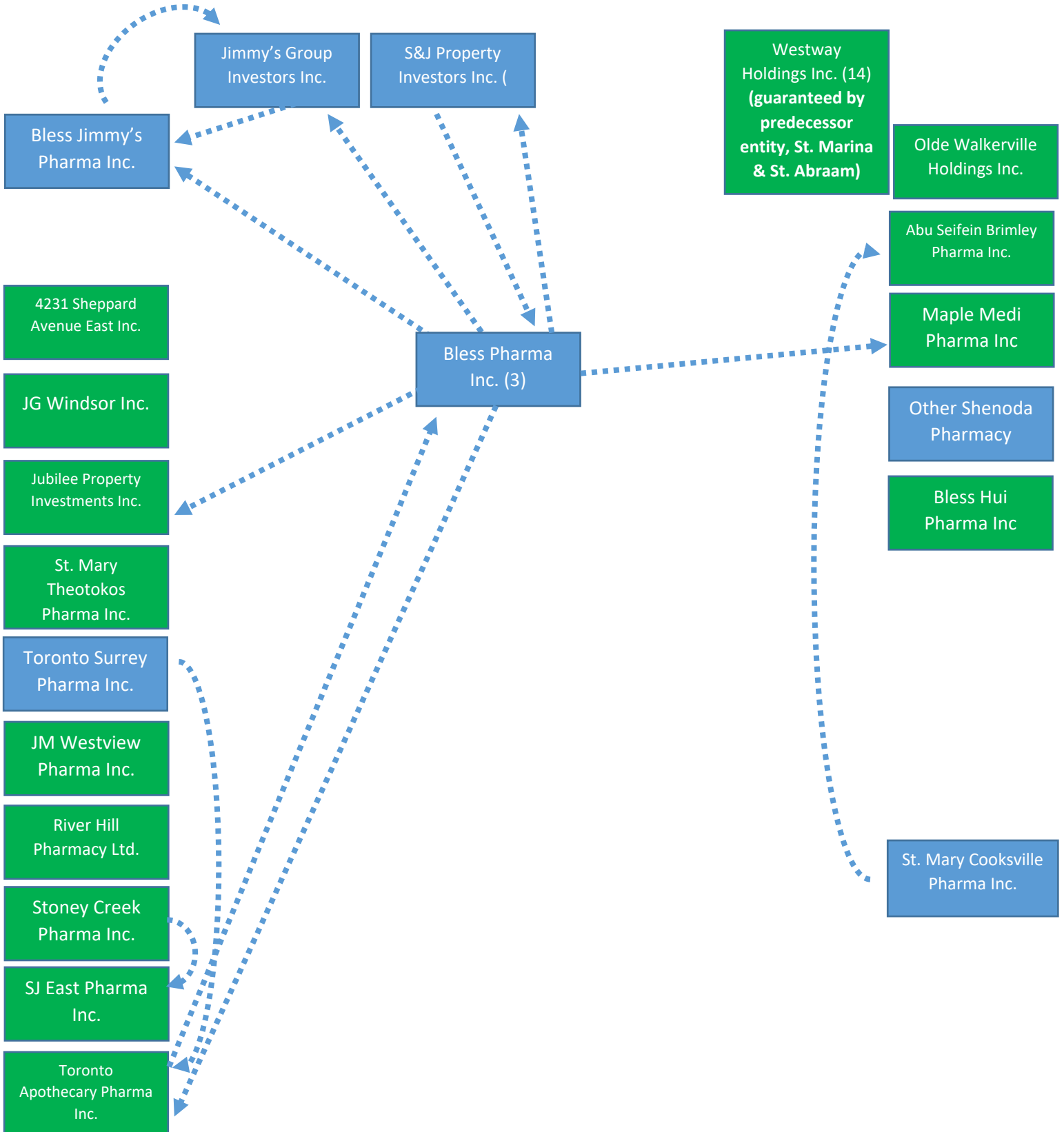
Shareholders



Individual Guarantors



Corporate Guarantors



This is Exhibit "L" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

Commissioner for Licensing, (or as may be)

ASIM IQBAL



RBC Royal Bank

October 09, 2020

To: Whom it may concern

Re: Void Cheque

Please accept this copy of a void cheque as confirmation of CAPITAL PHARMACY INC.'s bank account information for the purposes of pre-authorized debit or credit.

St. Mary Cooksville Pharma Inc.
3035 hurontario st.

2020	10	09
YYYY	MM	DD

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VOID

_____ \$ _____
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MEMO

0002 -003- 1036250
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Mississauga, Ontario
L5A 2G9

2020 10 09
YYYY MM DD

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ORDER OF

\$ _____
/DOLLARS

VOID



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MEMO _____

03092 -003- 1036250
Transit Account Number

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This is Exhibit "M" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

6F056F5F3BC8405...

Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

Windsor · Video

Windsor, Ont. pharmacist with record of misconduct among 6 charged in Toronto opioid trafficking ring

John Gerges is one of two pharmacists connected to a ring alleged to have been trafficking opiate pills

CBC News · Posted: Jan 23, 2020 6:31 PM ET | Last Updated: January 23, 2020



Windsor, Ont. pharmacist among 6 charged in Toronto drug trafficking ring

1 year ago | 1:58

John Gerges has a history of professional misconduct. He's now among six people — including one other pharmacist — charged in connection to a Toronto opioid trafficking ring. 1:58

[comments](#)



A Windsor, Ont. pharmacist is one of six people charged in connection to an opioid trafficking ring in Toronto.

John Gerges, who previously identified himself to CBC News as the operations manager of the Olde Walkerville Pharmacy on Wyandotte Street East, was one of two pharmacists connected to the ring.

- [Employees of Windsor, Ont. pharmacy visited by Bernie Sanders in hot water](#)
- **CBC INVESTIGATES** [More than half a million prescription drugs are stolen each year - and most are opioids](#)

Gerges has a history of professional misconduct.

York Regional Police charged Gerges with three counts of possession for the purpose of trafficking, as well as one count of possession of a forged document.

Const. Laura Nicolle told CBC News that in December 2019 officers with her organization carried out a search warrant in Toronto that led to "several arrests at the time."





John Gerges previously identified himself as "John George" during Bernie Sanders' visit in July. (CBC News)

In total, investigators with York Regional Police seized more than \$500,000 worth of opioid drugs, more than \$220,000 in cash and one firearm.

Toronto residents Walter Jovel, Sahir Shemun, Sandra Youssef, as well as Vaughn residents Blarsn Zaro and Firas Georges, were charged in connection to the ring.

History of professional misconduct

According to online Ontario College of Pharmacists (OCP) records, Gerges is currently registered at the Totten Pharmacy in Windsor, as well as the Mill St. Pharmacy in Tilbury, Ont.

He registered with the OCP in 2011.

His OCP record lists a number of professional misconduct concerns for which he was disciplined, including dispensing an incorrect number of tablets to a patient, failing to maintain accurate records, as well as failing to maintain "the standards of the profession."





York Regional Police Const. Laura Nicolle says other trafficking investigations have revealed connections to licensed pharmacists. (CBC)

Gerges was suspended from May 2017 to September 2017.

Among the concerns listed in Gerges's OCP record is the trafficking charge he received in December.

CBC News first became aware of Gerges's record in 2019, after U.S. presidential candidate Bernie Sanders took part in an insulin caravan that visited the Olde Walkerville Pharmacy.

At the time, Gerges identified himself as John George. A subsequent Radio-Canada investigation, however, revealed that no one named "John George" is registered with the OCP, nor is the position of "operations manager" defined by the college.

“[Gerges] had connection to a number of pharmacies in [the] area.”

- Const. Laura Nicolle, York Regional Police

A number of other pharmacists at the Olde Walkerville Pharmacy also had concerns attached to their OCP files.

Nicolle said Gerges "had connections to a number of pharmacies in [the] area."

Despite the concerns attached to Gerges's file, he was still allowed to sign off on narcotics.

Gerges currently under investigation by the OCP

A spokesperson for the OCP said though Gerges maintains his license, court-imposed restrictions mean he's not allowed to work in a pharmacy, nor is he allowed to enter the pharmacy section of a store without a legitimate medical reason.

"Mr. Gerges is currently under investigation by the college and all registrants are required to renew their certificate of registration annually," wrote the spokesperson, in an email.

According to the OCP, if an investigation results in a referral of allegations to the college's discipline committee, a pharmacist's certificate of registration can be suspended or revoked, if a committee panel "finds a registrant guilty of professional misconduct or incompetence."

'Most pharmacists really uphold, follow the rules,' says local pharmacist

Tim Brady, business owner of Brady's Drug Stores in Belle River, Ont. and Essex, Ont., said he was shocked when he first learned about the charges laid against Gerges.

"Most pharmacists really uphold the rules so when you see someone who has historically broken them again and again you wonder at what point does it stop," he said.

Pharmacist Tim Brady is the owner of Brady's Drug Stores in Essex, Ont. and Belle River, Ont. (Amy Dodge/CBC)

According to Nicolle, this isn't the first time officers pursuing a drug trafficking case have found connections to licensed pharmacists.

“Most pharmacists really uphold the rules ...”

- Tim Brady, Owner, Brady's Drug Store

Still, Brady emphasized that "most pharmacists really uphold [and] follow the rules."

"We've been voted one of the most trustworthy professions and we want to keep that status," he said. "So we'll work even harder, all the other pharmacists work even harder to combat this type of action."

With files from Amy Dodge

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[Local News](#) / [Crime](#)

Pharmacist charged in opioid trafficking ring has Tilbury and Windsor ties

John Gerges, 35, a pharmacist charged by York Regional Police in connection with an alleged opioid trafficking ring, has ties to the Tilbury and Windsor area. He has been under house arrest since December.

Dalson Chen • Windsor Star

Jan 23, 2020 • January 23, 2020 • 2 minute read • [Join the conversation](#)





The location of the Mill Street Pharmacy in Tilbury, shown in an August 2018 Google Maps image. PHOTO BY GOOGLE MAPS /Windsor Star

A pharmacist charged by York Regional Police in connection with an alleged opioid trafficking ring has ties to the Tilbury and Windsor area.

STORY CONTINUES BELOW

This advertisement has not loaded yet, but your article continues below.

John Gerges, 35, is one of six people recently named by the York Regional Police Intelligence Bureau as suspects in the trafficking of opiates in pill form.



A spokesperson for York Regional Police confirmed that Gerges is a registered pharmacist, and that his residences include an address in Tilbury.

The Ontario College of Pharmacists lists a pharmacy professional named John Gerges whose workplaces are Mill Street Pharmacy in Tilbury and Totten Pharmacy in Windsor.

The OCP also lists that Gerges was charged in Toronto in December with possession for the purpose of trafficking, and that he is currently living with a surety under house arrest conditions.

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Opiates in pill form seized by York Regional Police in December 2019 as part of an investigation into suspected drug trafficking. PHOTO BY COURTESY OF YORK REGIONAL POLICE /Windsor Star

York Regional Police said officers seized more than \$500,000 worth of opioid drugs in their investigation. Along with Gerges, a second pharmacist was among the six people charged.

STORY CONTINUES BELOW

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The other accused are listed as Sandra Youssef, 30, of Toronto; Walter Jovel, 27, of Toronto; Sahir Shemun, 39, of Vaughan; Blarsn Zaro, 31, of Vaughan; and Firas George, 36, of Vaughan.

The investigation began in late 2019. The initial search warrant was executed in Toronto in December. Multiple arrests were made at that time.

In addition to the opioids, York Regional Police seized a firearm and more than \$220,000 in cash.

Gerges has been charged with a total of three counts of possession for the purpose of trafficking and one count of possession of a forged document with criminal intent.



Cash and a handgun seized by York Regional Police in December 2019 as part of an investigation into a suspected opioid trafficking ring. PHOTO BY COURTESY OF YORK REGIONAL POLICE /Windsor Star

Gerges' profile with the OCP shows that he was educated at Cairo University in Egypt and he can provide services in Arabic.

In April 2017, Gerges was reprimanded by the OCP's discipline committee for professional misconduct.

STORY CONTINUES BELOW

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The decision was in relation to multiple incidents that took place in 2014 and 2015. The panel found that Gerges failed to maintain the standards of the profession, failed to keep patient records as required, and engaged in conduct considered unprofessional and dishonourable.

In one complaint, which involved a customer of Mill Street Pharmacy in 2014, Gerges dispensed the incorrect medication for a period of six months.

According to the OCP, when the error came to light and Gerges was under investigation, he tried to offer “significant compensation” to the complainant — “and repeatedly contacted her and attempted to contact her to discuss the offer.”

Gerges’ registration as a pharmacist was temporarily suspended in May 2017 as part of disciplinary actions against him. He was reinstated as a pharmacist in September 2017.

York Regional Police said their investigation continues.

Anyone with more information about this case or the accused is encouraged to contact the York Regional Police Intelligence Bureau at 1-866-876-5423 ext. 7835.

Anonymous tips can be made via York Region Crime Stoppers at 1-800-222-8477 or www.1800222tips.com.

dchen@postmedia.com

MORE ON THIS TOPIC

Health unit issues public alert after five opioid overdoses in two days



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News Alerts

6 charged in opioid trafficking ring, including 2 pharmacists

BY NEWS STAFF

POSTED JAN 22, 2020 1:55 PM EDT LAST UPDATED JAN 22, 2020 AT 2:14 PM EDT




Opioid pills are displayed after York Regional police seized over \$500,000 worth of pills in an opioid trafficking investigation. HANDOUT/York Regional Police



York Regional police say six people, two of them pharmacists, have been charged in connection with opioid trafficking.

Investigators have seized more than \$500,000 in opioid drugs, more than \$220,000 in cash and one firearm during the course of the investigation.

 **Open Gallery**
3 items

York police says officers from the Intelligence Bureau began an investigation late last year into a group of suspects believed to be involved in trafficking opiate pills. In December they executed a search warrant and made several arrests in Toronto.

As the investigation continued, two pharmacists were also charged.

Walter Jovel, 27, John Gerges, 35, Sandra Youssef, 30 all from Toronto and Sahir Shemun, 39, Blarsn Zaro, 31 and Firas Georges, 36, all from Vaughan are facing a total of 16 charges between them.

The charges include possession for the purpose of trafficking and possession of a forged document with intent. Georges is also facing additional firearms charges.

Anyone with additional information is asked to contact York Regional police.

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(<https://www.iheartradio.ca/newstalk-1010>)

TWO PHARMACISTS CHARGED IN OPIOID DRUG BUST



(/newstalk-1010/author/Author/Dave Bradley)

DAVE BRADLEY

Wednesday, January 22nd 2020 - 3:05 pm



Photo: York Regional Police

Two pharmacists are among the six people arrested in an opioid bust in York Region.

Police started their investigation in late 2019, and in December, executed several search warrants, making a couple arrests.

The investigation continued though, and that's when the two pharmacists were rounded up in the bust.

Disability Law Show (<https://www.iheartradio.ca/newstalk-1010/shows/disability-law-show>)

In addition to the arrests, police recovered more than \$500,000 in opioid pills, a handgun, and \$200,000 in cash.

(/home)



Photo: York Regional Police

York Regional Police say there were as many as seven pharmacies involved in this ring.

Walter Jovel, 27, John Gerges, 35, Sandra Youssef, 30 all from Toronto and Sahir Shemun, 39, Blarsn Zaro, 31 and Firas Georges, 36, all from Vaughan are facing a total of 16 charges between them.

The two pharmacists, John Gerges and Sandra Youssef, are facing charges of possession of a forged document with intent, related to prescriptions.

Disability Law Show (<https://www.iheartradio.ca/newstalk-1010/shows/disability-law-show>)
Police urgently search for 84...

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Photo: York Regional Police



(<https://www.iheartradio.ca/newstalk-1010/news/ontario-unveils-three-step-reopening-plan-starting-with-outdoor-activities-1.15239899>)
Disability Law Show (<https://www.iheartradio.ca/newstalk-1010/shows/disability-law-show>)
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 Thursday, May 20th 2021 - 4:22 pm

Ontario unveils three-step reopening plan, starting with...

(<https://www.iheartradio.ca/newstalk-1010/news/ontario-unveils-three-step-reopening-plan-starting-with-outdoor-activities-1.15239899>)

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(<https://www.iheartradio.ca/newstalk-1010/news/stricter-public-health-measures-in-two-ontario-regions-as-vaccine-push-continues-1.14866571>)

Monday, March 29th 2021 - 6:31 am

Stricter public health measures in two Ontario regions as vaccine push...

(<https://www.iheartradio.ca/newstalk-1010/news/stricter-public-health-measures-in-two-ontario-regions-as-vaccine-push-continues-1.14866571>)

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Monday, March 22nd 2021 - 3:38 am

Canada's vaccine rollout shifts into high-gear this week

(<https://www.iheartradio.ca/newstalk-1010/news/canada-s-vaccine-rollout-shifts-into-high-gear-this-week-1.14816171>)

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mike.bendixen@newstalk1010.com (mailto:mike.bendixen@newstalk1010.com)

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Naviguer en français (gentils) **Police is gently** Search for 84...
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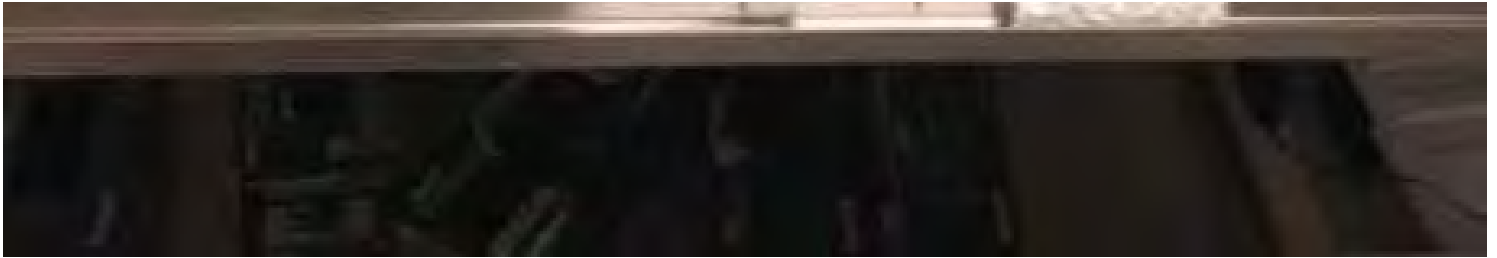
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Two pharmacists among six accused in opioid trafficking ring

Chris Doucette

Jan 22, 2020 • January 22, 2020 • 1 minute read • [Join the conversation](#)





Six people have been arrested, including two pharmacists from Toronto, following an investigation into a suspected opioid trafficking ring that also led to the seizure of more than \$500,000 in opioids, one handgun and more than \$220,000 in cash. (York Regional Police handout)

Two pharmacists from Toronto are among six people accused trafficking opioids.

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York Regional Police say an investigation was launched last month into a group suspected of trafficking opiate pills, which led to the execution of an initial search warrant in Toronto.

Several people were arrested at that time.

several people were arrested at that time.

“The investigation continued and led officers to two pharmacists who were charged in connection with the incidents,” Const. Laura Nicolle said Wednesday.





Six people have been arrested, including two pharmacists from Toronto, following an investigation into a suspected opioid trafficking ring. Officers say they seized more than \$500,000 in opioids, one handgun and more than \$220,000 in cash. (York Regional Police handout)

She said investigating officers have also seized more than \$500,000 in opioids, one handgun and more than \$220,000 in cash.

POLICE DOGS: Police adds two stalwarts to Canine Unit



The pharmacists charged are John Gerges, 35, and Sandra Youssef, 30 — both of Toronto.

Georges faces three counts of possession for the purpose of trafficking and one count of possession of a forged document.

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Youssef faces one count each of possession for the purpose of trafficking and possession of a forged document.

Six people have been arrested, including two pharmacists from Toronto, following an investigation into a suspected opioid trafficking ring that also led to the seizure of more than \$500,000 in opioids, one handgun and more than \$220,000 in cash. (York Regional Police handout)

Also charged are Walter Jovel, 27, of Toronto, who faces one count of possession for the purpose of trafficking; Sahir Shemun, 39, of Vaughan, who faces two counts of possession for the purpose of trafficking; Blarsn Zaro, 31, of Vaughan, who faces possession for the purpose of trafficking and failure to comply with the conditions of a recognizance order; and Firas Georges, 36, of Vaughan, who faces possession for the purpose of trafficking and firearms-related offences

MORE ON THIS TOPIC

MANDEL: Judge throws book at Toronto pharmacist dispensing harm

Anyone with information regarding this investigation is urged to call the York Regional Police Intelligence Bureau at 1-866-876-5423, ext. 7835.

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CAUGHT ON CAMERA: Fire crackers explode on bus



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This is Exhibit "N" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

Commissioner for Township of Milton (or as may be)

ASIM IQBAL

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GENERAL

REGISTRATION HISTORY

ACADEMIC & TRAINING
HISTORY



CONCERNS

John Gerges

Not entitled to practise

Pharmacist

Bail, Custody & Release Conditions

This is a summary of the current conditions, terms, orders, directions or agreements concerning the custody or release of this pharmacy professional by legal authorities. It is regarding provincial or federal offence processes of which the College is aware and has posted in accordance with the relevant legislation and College By-Laws.

Find more information about the [discipline process](#) and [what's public \(and what's not\) about pharmacy professionals](#).

Conditions Pursuant to a Release Order

Start Date: Oct. 6, 2020

End Date: Indefinite

▼ [Summary:](#)

File a Complaint



On or about September 3, 2020, the following conditions were imposed on the Member pursuant to a Release Order:

1. Reside with surety at [...], each and every night.
2. Remain in his residence between the hours of 9:00 p.m. and 6:00 a.m.
EXCEPT
 - For medical emergencies involving his or his spouse;
 - When he is in the direct presence of his surety;
 - While in the company of his spouse for the purposes of attending medical appointments related to [...]
3. Remain in the Province of Ontario.
4. Deposit his passport with Officer [...] (or designate) within 24h.
5. Not contact or communicate directly or indirectly by any physical, electronic or other means, with the following: [...] and [...]
EXCEPT
 - In the presence of legal counsel for the purpose of preparing a defence
6. Not be within 100 metres of any place he knows the above person(s) to live, work, attend school, or happen to be.
EXCEPT
 - In the presence of legal counsel for the purpose of making a defence
7. Not attend at any Pharmacy or enter any Pharmacy section of a store without a legitimate medical reason
8. Not possess any weapon(s) as defined by the Criminal Code (for example, but not restricted to, a pellet gun, firearm, imitation firearm, cross-bow, prohibited or restricted weapon or device, ammunition or explosive substance or anything designed to be used or intended for use to cause death or injury or to threaten or intimidate any person).
9. Possess only one Cell Phone in his name. Provide to the Officer in Charge (or designate) within 24 hours of his release or upon activation of that cell phone number. Subscribe to a detailed billing plan, to be surrendered upon demand within 48 hours to the Officer in Charge or designate at [...].
10. Not possess any identification, card with a data strip or security chip, credit or debit card, credit or debit card data, a blank card with a magnetic strip, cheque, negotiable instrument or banking document unless he can prove that it has been lawfully issued in his name.
11. Not possess any unlawful drugs or substances except with a valid prescription in his name.
12. Not possess any weigh scales, hydroponic growing equipment or other drug paraphernalia.

[close](#)

Conditions to Practise

This is a summary of any terms, conditions, or limitations that the College has set regarding this pharmacy professional's right to practise. The conditions listed here are related to this pharmacy professional's ability to provide pharmacy services to the public.

This is Exhibit "O" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

6F056F5F3BC8405...

Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

Entity	Receivership Status
2503338 Ontario Inc.	Removed from Receivership Application
4231 Sheppard Avenue East Inc.	In receivership (pursuant to Order of Justice Cavanagh dated February 3, 2021)
Abu Seifein Brimley Pharma Inc.	In receivership (pursuant to Order of Justice Cavanagh dated April 8, 2021)
Bless Hui Pharma Inc.	In receivership (pursuant to the consent receivership Order of Justice Cavanagh dated November 25, 2020)
Bless Jimmy's Pharma Inc.	Direct obligations paid out.
Bless Pharma Inc.	Non-operating entity. Removed from Receivership Application.
JG Windsor Inc.	In receivership (pursuant to Order of Justice Cavanagh dated February 3, 2021)
Jimmy's Group Investors Inc.	Paid Out in Full
JM Westview Pharma Inc.	In receivership (pursuant to Order of Justice Cavanagh dated January 26, 2021) and bankrupt
Jubilee Property Investments Inc.	In receivership (pursuant to Order of Justice Cavanagh dated February 3, 2021)
Maple Medi Pharma Inc.	In receivership (pursuant to the consent receivership Order of Justice Cavanagh dated November 25, 2020)
Olde Walkerville Holdings Inc.	In receivership (pursuant to the consent receivership Order of Justice Cavanagh dated November 25, 2020)
Resident Medical Group Inc.	Removed from Receivership Application
River Hill Pharmacy Ltd.	In receivership (pursuant to the consent receivership Order of Justice Cavanagh dated November 25, 2020)
SJ Colborne Pharma Inc.	Removed from Receivership Application
SJ East Pharma Inc.	In receivership (pursuant to Order of Justice Cavanagh dated January 26, 2021) and bankrupt
S&J Property Investors Inc.	Paid Out in Full
St. Mary Cooksville Pharma Inc.	In receivership (pursuant to Order of Justice Cavanagh dated February 3, 2021) and bankrupt .
St. Mary Theotokos Pharma Inc.	In receivership (pursuant to the consent receivership Order of Justice Cavanagh dated November 25, 2020)
Stoney Creek Pharma Inc.	In receivership (pursuant to the consent receivership Order of Justice Cavanagh dated November 25, 2020)
Toronto Apothecary Pharma Inc.	In receivership (pursuant to the consent receivership Order of Justice Cavanagh dated November 25, 2020)
Toronto Surrey Pharma Inc.	Direct obligations paid out.
Westway Holdings Inc.	In receivership (pursuant to the consent receivership Order of Justice Cavanagh dated November 25, 2020)

This is Exhibit "P" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

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Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE -
(COMMERCIAL LIST)

B E T W E E N:

1951584 ONTARIO INC. (formerly DESANTE FINANCIAL SERVICES INC.) and CWB
MAXIUM FINANCIAL INC.

Applicants

-and-

2503338 ONTARIO INC., 4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN
BRIMLEY PHARMA INC., BLESS JIMMY'S PHARMA INC., BLESS PHARMA INC., JG
WINDSOR INC., JIMMY'S GROUP INVESTORS INC., JM WESTVIEW PHARMA INC.,
JUBILEE PROPERTY INVESTMENTS INC., MAPLE MEDI PHARMA INC., RESIDENT
MEDICAL GROUP INC., RIVER HILL PHARMACY LTD., S&J PROPERTY INVESTORS
INC., SJ COLBORNE PHARMA INC., SJ EAST PHARMA INC., ST. MARY COOKSVILLE
PHARMA INC., ST. MARY THEOTOKOS PHARMA INC., STONEY CREEK PHARMA
INC., TORONTO APOTHECARY PHARMA INC., TORONTO SURREY PHARMA INC.,
WESTWAY HOLDINGS INC. and OLDE WALKERVILLE HOLDINGS INC.

Respondents

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

AFFIDAVIT OF EDWARD HOPKINSON

I, Edward Hopkinson, of the City of Bryn Mawr, in the State of Pennsylvania, United States of America, **MAKE OATH AND SAYS AS FOLLOWS:**

1. I am the VP Risk Officer of the Applicant, CWB Maxium Financial Inc., (“**CWB**”). CWB holds a service agreement with 1951584 Ontario Inc. (“**195**”), successor of Desante Financial Services Inc. and Maxium Financial Services Inc. by amalgamation (collectively with CWB, the “**Lender**”), such that employees of CWB administer 195’s portfolio. I am primarily responsible for monitoring the Loans (defined below) provided by the Lender to the Debtors described in this affidavit.

2. As such, I have knowledge of the matters to which I hereinafter depose. Where the source of my information is other than myself I have set out the source and do verily believe it to be true.

3. This Affidavit is sworn in support of an application for an order in the form attached at Tab 3 of the Application Record, among other things, appointing msi Spergel Inc. (“**Spergel**” or the “**Receiver**”) as receiver and manager of all of the assets, undertakings, and properties (collectively, the “**Property**”) of the Respondents (also sometimes hereinafter referred to collectively as the “**Debtors**” and individually as a “**Debtor**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended.

THE PARTIES

The Lender

4. The Lender is a financial institution offering a broad range of financial services to a variety of industries, including pharmacies. In or around March of 2016, Canadian Western Bank Group announced the completion of its acquisition of the business of Maxium Financial Inc. and Desante

Financial Services Inc. (collectively, the “**Maxium Group**”). The Maxium Group now operates collectively as “CWB Maxium Financial Inc.”

The Debtors

5. Each of the Debtors owns or operates a pharmacy, or owns the real estate on which a pharmacy is or was located. According to the Lender’s records, below are each of the Debtors and their respective directors, officers and shareholders:

Entity	Directors	Officers	Shareholders
1. 4231 Sheppard Avenue East Inc. (“ Debtor 1 ”)	John Gerges - Director	John Gerges – President, Secretary, Treasurer	100% John Gerges
2. Bless Jimmy’s Pharma Inc. (“ Debtor 2 ”)	John Gerges - Director	John Gerges- President Gamal Gerges- Secretary Xuzan Nana - Treasurer	51% John Gerges 19% Gamal Gerges 10% Selvia Gerges 10% Sally Gerges 10% Suzan Nana
3. Bless Pharma Inc. (“ Debtor 3 ”)	John Gerges – Director	John Gerges – President, Secretary, Treasurer	51% John Gerges 49% Gamal Gerges
4. JG Windsor Inc. (“ Debtor 4 ”)	John Gerges – Director	John Gerges – President, Secretary, Treasurer	100% John Gerges
5. Jimmy’s Group Investors Inc. (“ Debtor 5 ”)	Gamal Gerges - Director	Gamal Gerges – President Sally Gerges – Treasurer Selvia Gerges – Secretary	51% John Gerges 19% Gamal Gerges 10% Selvia Gerges 10% Sally Gerges 10% Suzan Nana
6. JM Westview Pharma Inc. (“ Debtor 6 ”)	Diep Nguyen - Director	Diep Nguyen – President, Secretary, Treasurer	100% John Gerges
7. Jubilee Property Investments Inc. (“ Debtor 7 ”)	John Gerges - Director	John Gerges – President, Secretary, Treasurer	100% John Gerges
8. Maple Medi Pharma Inc. (“ Debtor 8 ”)	Chun-Ho Chan – Director	Chun-Ho Chan – President, Secretary, Treasurer	90% John Gerges 10% Chun-Ho Chan
9. River Hill Pharmacy Ltd. (“ Debtor 9 ”) ¹	Diep Nguyen – Director	Diep Nguyen – President, Secretary, Treasurer	100% John Gerges

¹ The Lender entered into the promissory note in respect of the loan to Debtor 9 with Bless River Pharma Inc., a predecessor by amalgamation of Debtor 9.

Entity	Directors	Officers	Shareholders
10. S&J Property Investors Inc. (“ Debtor 10 ”)	Gamal Gerges – Director	Gamal Gerges – President, Secretary, Treasurer	51% John Gerges 49% Gamal Gerges
11. SJ Colborne Pharma Inc. (“ Debtor 11 ”)	Samir Shenoda – Director	Samir Shenoda – President, Treasurer, Secretary	50% John Gerges 50% Samir Shenoda
12. Toronto Apothecary Pharma Inc. (“ Debtor 12 ”)	Diep Nguyen – Director	Diep Nguyen – President, Secretary, Treasurer	100% John Gerges
13. Toronto Surrey Pharma Inc. (“ Debtor 13 ”) ²	John Gerges – Director Diep Nguyen – Director	Diep Nguyen – President, Secretary, Treasurer	100% John Gerges
14. Westway Holdings Inc. (“ Debtor 14 ”) ³	Ramapathy Ramachandran – Director	N/A	95% John Gerges 5% Ramapathy Ramachandran
15. Resident Medical Group Inc. (“ Debtor 15 ”)	Linh Tran – Director	Selvia Gerges – President, Secretary, Treasurer	50% Selvia Gerges 50% Sally Gerges
16. Stoney Creek Pharma Inc. (“ Debtor 16 ”)	Diep Nguyen – Director	Diep Nguyen – Treasurer, President, Secretary	100% - Diep Nguyen
17. SJ East Pharma Inc. (“ Debtor 17 ”)	Diep Nguyen – Director	Diep Nguyen – President, Secretary, Treasurer	100% - Diep Nguyen
18. Abu Seifein Brimley Pharma Inc. (“ Debtor 18 ”)	Sandra Yousef – Director	Sandra Yousef – President, Secretary, Treasurer	100% - Sandra Yousef
19. St. Mary Theotokos Pharma Inc. (“ Debtor 19 ”)	John Gerges – Director Diep Nguyen - Director	John Gerges – President, Secretary Diep Nguyen - Treasurer	100% Diep Nguyen
20. Olde Walkerville Holdings Inc. (“ Debtor 20 ”)	Ramachandran Ramapathy – Director	Ramachandran Ramapathy – President, Secretary, Treasurer	90% - Ramachandran Ramapathy ⁴

² A Guarantee in favour of the Lender for Debtor 13 is from its predecessor entity Surrey Drug Mart Ltd.

³ A Guarantee in favour of the Lender for Debtor 14 is from its predecessor entity St. Marina and St. Abraam Ltd.

⁴ The shareholdings of Debtor 20 are unclear, but the Lender’s records show that Ramachandran Ramapathy holds at least 90% of the shares.

6. John Gerges is one or more of the following in connection with Debtors 1 – 19:

- (a) a director (for Debtors 1 – 4, 7, 13 and 19);
- (b) an officer (for Debtors 1 – 4, 7 and 19);
- (c) a sole or significant (50% or more) shareholder (for Debtors 1 – 14); or
- (d) a Guarantor (as defined below) (for Debtors 1 – 16 and 18 – 19).

7. I have been further advised by Ramachandran Ramapathy, the sole director of Debtor 20, that John Gerges acts as a representative for Debtor 20 and is authorized to communicate to the Lender on behalf of Debtor 20.

8. Copies of corporate profile reports of the Debtors are attached as **Exhibit A**.

9. The individuals and corporations listed below provided guarantees in respect of the Loans pursuant to unlimited guarantees (the “**Guarantors**”). The specifics of which Loans are guaranteed by each of the Guarantors is set out in paragraph 11 below:

- (a) The corporate Guarantors are:
 - (i) 2503338 Ontario Inc. (“**250**”) (John Gerges is the sole director and officer of 250);
 - (ii) St. Mary Cooksville Pharma Inc. (“**SMCPI**”) (Sandra Youssef is the sole director and officer; according to the Lender’s records, 100% of the shares of SMCPI is held by Sandra Youssef);
 - (iii) Debtors 1 - 3;
 - (iv) Debtor 5;
 - (v) Debtors 12 – 13; and
 - (vi) Debtor 15.

- (b) The personal Guarantors are:
- (i) John Gerges;
 - (ii) Sandra Youssef (“**Sandra Youssef**”);
 - (iii) Gamal F. Gerges (“**Gamal Gerges**”);
 - (iv) Selvia G. Gerges (“**Selvia Gerges**”);
 - (v) Sally Gerges (“**Sally Gerges**”);
 - (vi) Chun-Ho Chan (“**Chun-Ho Chan**”);
 - (vii) Samir Shenoda (“**Samir Shenoda**”);
 - (viii) Ramachandran Ramapathy (“**Ramachandran Ramapathy**”);
 - (ix) Diep Nguyen (“**Diep Nguyen**”); and
 - (x) Chin-To Yuen (“**Chin-To Yuen**”).

10. Copies of the guarantees executed by the Guarantors are attached as **Exhibit B**.

THE LOANS

11. Between 2015 and 2019, the Lender extended the following loans to the Debtors, which are evidenced by promissory notes in favour of the Lender (the “**Loans**”). The table below sets out the Debtor, the Guarantors and the principal amount of each of the Loans. The aggregate principal

amount of approximately \$25,907,513.06, plus unpaid and accruing interest, costs and fees until the date of repayment is outstanding under the Loans:

EXECUTION DATE(S)	LENDER	DEBTOR	CORPORATE GUARANTORS	PERSONAL GUARANTOR	ORIGINAL LOAN PRINCIPAL AMOUNT
October 21, 2019	CWB	Debtor 1	Debtor 15	John Gerges	\$260,450.00
March 15, 2015	195	Debtor 2	Debtor 5, Debtor 3	John Gerges, Selvia Gerges and Gamal Gerges	\$750,450.00
June 3, 2019	CWB	Debtor 3	Debtor 10, Debtor 12	John Gerges and Gamal Gerges	\$518,331.96
May 27, 2015	CWB	Debtor 4	Bless JG Pharma Inc. ⁵	John Gerges	\$410,847.50
March 15, 2015	195	Debtor 5	Debtor 2, Debtor 3	John Gerges, Selvia Gerges and Gamal Gerges	\$475,450.00
August 2, 2018	CWB	Debtor 6	N/A	John Gerges	\$762,022.01
November 5, 2017	CWB	Debtor 7	Debtor 15, Debtor 3	Selvia Gerges, Sally Gerges and John Gerges	\$300,450.00
May 25, 2018	CWB	Debtor 8	Debtor 3	John Gerges and Chun-Ho Chan	\$1,590,450.00
August 28, 2015	CWB	Debtor 9	N/A	John Gerges	\$150,000.00
August 28, 2015	CWB	Debtor 9	N/A	John Gerges	\$953,597.50
June 3, 2019	CWB	Debtor 10	Debtor 3	John Gerges and Gamal Gerges	\$497,064.09
December 24, 2019	CWB	Debtor 11	N/A	Samir Shenoda and John Gerges	\$3,075,450.00
March 11, 2016	CWB	Debtor 12	250, Debtor 13, Debtor 3	John Gerges	\$720,450.00
March 30, 2016	CWB	Debtor 13	Debtor 12, Surrey Drug Mart Ltd. ⁶	John Gerges	\$950,450.00
January 22, 2018	CWB	Debtor 14	St. Marina & St. Abraam Ltd. ⁷	Ramachandra Ramapathy and John Gerges	\$900,450.00
February 26, 2016	CWB	Debtor 15	Debtor 1, Debtor 3, Debtor 10	Sally Gerges, Selvia Gerges and John Gerges	\$730,450.00

⁵ Bless JG Pharma Inc. is not a respondent to this application.

⁶ Surrey Drug Mart Ltd. is a predecessor entity of Debtor 13.

⁷ St. Marina & St. Abraam Ltd. is a predecessor entity of Debtor 14.

EXECUTION DATE(S)	LENDER	DEBTOR	CORPORATE GUARANTORS	PERSONAL GUARANTOR	ORIGINAL LOAN PRINCIPAL AMOUNT
March 2, 2017	CWB	Debtor 15	Debtor 1, Debtor 3, Debtor 10	Sally Gerges, Selvia Gerges and John Gerges	\$1,050,450.00
September 30, 2017	CWB	Debtor 15	Debtor 1, Debtor 3, Debtor 10	Sally Gerges, Selvia Gerges and John Gerges	\$1,800,450.00
August 18, 2016	CWB	Debtor 16	N/A	Diep Nguyen and John Gerges	\$1,725,450.00
July 25, 2017	CWB	Debtor 17	Debtor 16	Diep Nguyen	\$2,465,450.00
April 11, 2019	CWB	Debtor 18	SMCPI	John Gerges and Sandra Youssef	\$1,780,450.00
August 18, 2016	CWB	Debtor 19	N/A	Diep Nguyen and John Gerges	\$1,300,450.00
October 22, 2018	CWB	Debtor 20	N/A	Ramachandran Ramapathy and Chin-To Yuen	\$2,738,450.00
TOTAL					\$25,907,513.06

12. As security for the Debtors' respective obligations to the Lender, each of the Debtors granted a security interest in all of its assets, property, and undertaking pursuant to a general security agreement (collectively, the "**General Security Agreements**"). It is a term of each of the General Security Agreements that the Lender is entitled to appoint a receiver upon the occurrence of an event of default thereunder.

13. As additional security, the following Debtors granted charges in favour of the Lender against certain owned real property as described below (collectively the "**Mortgages**" and individually a "**Mortgage**"):

- (a) Debtor 1 granted a mortgage in favour of the Lender in the principal amount of \$400,000 against the real property municipally known as 4231 Sheppard Avenue East, Unit 41, Toronto, Ontario;
- (b) Debtor 4 granted a mortgage in favour of the Lender in the principal amount of \$410,000, against the real property municipally known as 2780 Totten Street, Windsor, Ontario;

- (c) Debtor 5 granted a mortgage in favour of the Lender in the principal amount of \$1,350,000.00 against the real property municipally known as 255 Broadview Avenue, Toronto, Ontario;
- (d) Debtor 7 granted a mortgage in favour of the Lender in the principal amount of \$399,000 against the real property municipally known as 280 West Beaver Creek Road, Unit 11, Richmond Hill, Ontario; and
- (e) Debtor 10 granted a mortgage in favour of the Lender in the principal amount of \$1,400,450 against the real property municipally known as 721 Gerrard St. E. Toronto.

14. Copies of the promissory notes evidencing the Loans, the General Security Agreements and the Mortgages are attached as **Exhibit C** (collectively, the “**Loan and Security Documents**”).

15. It is a term of each of the promissory notes signed by the Debtors that upon the occurrence of any of the following events, the Lender is entitled to demand repayment of the indebtedness owing by such Debtor:

- (a) a default in making any payment when due under the applicable promissory note or any other agreement between the applicable Debtor and the Lender;
- (b) a default occurs under any agreement under which indebtedness is owing or guaranteed by the Debtor; or
- (c) any circumstance changes or any event occurs which has or could have a material adverse effect on the Debtor’s financial condition, business, assets, properties or prospects.

16. The Lender registered a financing statement against each of the Debtors pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”). Copies of the Enquiry Response Certificates for each of the Debtors (the “**PPSA Searches**”) are attached as **Exhibit D**.

17. The PPSA Searches of certain of the Debtors⁸ indicate that there are registrations prior in time to the Lender's registration in favour of McKesson Canada Corporation and/or Kohl & Frisch Limited. My understanding is that these two companies are suppliers of pharmaceutical drugs, and they typically hold security in the inventory that they supply to pharmacies.

DEBTORS IN DEFAULT OF LOAN AND SECURITY DOCUMENTS

Criminal Charges

18. The Lender was aware that, in and around September of 2015, John Gerges had been subject to professional misconduct proceedings by the Ontario College of Pharmacists (the "**College**") for what, in the Lender's view, were relatively minor infractions. In connection with the 2015 infractions, a discipline committee of the College imposed an order against John Gerges which, among other things, included a reprimand, a suspension for five (5) months and certain conditions and limitations on John Gerges' certificate of registration as a pharmacist (the "**Discipline Order**"). A copy of the Discipline Order is attached hereto at **Exhibit E**.

19. On or about January 23, 2020, I learned from news media reports that John Gerges had been charged by the York Regional Police on or about December of 2019 with possession of a Schedule 1 substance (as defined in the federal *Controlled Drugs and Substances Act*) for the purpose of trafficking, and for possession of a forged document (together, the "**Criminal Charges**").

20. In addition to John Gerges' arrest, the York Regional Police also recovered more than \$500,000 in opioid pills, an illegal handgun, and \$200,000 in cash during their investigation. News articles published by the Canadian Broadcasting Corporation, the Windsor Star, the Toronto City News, Newstalk 1010 and the Toronto Sun between January 22, 2020 and January 23, 2020, detailing the overall investigation, John Gerges' Criminal Charges and John Gerges' alleged involvement in the opioid trafficking ring, are attached as **Exhibit F**.

⁸ Debtors 2 – 3, 8 – 9, 11 – 12, 14 – 17 and 19 – 20.

21. Sandra Youssef was also charged in the investigation with possession for the purpose of trafficking a Schedule 1 substance and possession of a forged document with intent. Ms. Youssef is married to John Gerges and is a Guarantor to certain of the Loans (as detailed above).

22. Recently, the College posted on its website the terms of the Bail, Custody & Release Conditions of John Gerges in connection with the Criminal Charges (the “**Release Order**”). Among other terms, the Release Order states that John Gerges must not attend at any pharmacy or enter any pharmacy section of a store without a legitimate medical reason, for an indefinite period of time. A copy of the Release Order, as set out on the College’s website, is attached as **Exhibit E**.

23. Given the nature of the Debtors’ business, the Lender determined that the magnitude and significance of the Criminal Charges constituted a default under the terms of the Loan and Security Documents as a material adverse effect.

24. The Lender, through its counsel, sent a default letter to Debtors 1 – 14 and each applicable Guarantor on March 3, 2020 (collectively, the “**Default Letters**”). A copy of each of the Default Letters is attached as **Exhibit G**. The Default Letters were hand delivered through a process server.

25. Following the issuance of the Default Letters, until the Lender’s decision to seek the appointment of a Receiver, the Lender continued to work with the Debtors to address the Lender’s concerns. Of primary concern to the Lender was John Gerges’ involvement with the Debtors, given the Criminal Charges.

26. As is further described below, the Lender worked with John Gerges and Debtors 1 – 19 to address the Lender’s concerns through a series of divestiture transactions whereby John Gerges’ interest would be transferred to related and unrelated third parties acceptable to, among other, the Lender.

Failed Attempts at Consensual Resolution

First Divestiture Program

27. In and around April 1, 2020, Debtors 1 – 19 sought the Lender’s consent for a plan (the “**First Divestiture Program**”) to divest John Gerges’ interest in certain of Debtors 1 – 19 to a third party that was known and acceptable to the Lender. The Lender was agreeable to the First Divestiture Program and obtained credit approval for a series of transactions that formed part of the First Divestiture Program. However, certain of Debtors 1 – 19 later advised the Lender that the First Divestiture Program was no longer viable as the third party purchaser no longer wished to pursue it.

Second Divestiture Program

28. After the First Divestiture Program failed, in and around early June of 2020, Debtors 1 – 19 sought the Lender’s consent for a proposal that included a sale of the shares held by John Gerges to a number of third parties (the “**Second Divestiture Program**”). The Lender, in consultation with Spergel, expended significant time and resources to evaluate the transactions comprising the Second Divestiture Program.

29. As part of its due diligence, the Lender identified certain adverse impacts on the Lender’s security position that would result from the Second Divestiture Program. John Gerges proposed to provide the Lender additional collateral, being the pledge of the shares of an asset owned by a certain pharmacy entity, known as a “pre-1954 Charter Pharmacy.”⁹ At the time of the proposal, I believed John Gerges had authority to propose the “pre-1954 Charter Pharmacy” as additional collateral to support the applicable Loans.

⁹ Under section 142(1) of the *Drug and Pharmacies Regulation Act* (Ontario), R.S.O. 1990 (the “**DPRA**”), pharmacies must be owned and operated by a pharmacist or a corporation where the majority of the directors of the corporation are pharmacists unless the pharmacy is a “pre-1954 Charter Pharmacy”. Pursuant to section 142(4) of the DPRA, a “pre-1954 Charter Pharmacy” has the benefit of not being required to have the majority of its shares owned by a pharmacist or in the name of a pharmacy health profession corporation that is registered with the Ontario College of Pharmacists. I understand that a “pre-1954 Chart Pharmacy” has significant enhanced value due to these benefits.

30. In light of the additional collateral, the Lender was agreeable to the Second Divestiture Program. The Lender prepared a draft agreement in connection with the Second Divestiture Program, which was sent to counsel for Debtors 1 – 19 on or about July 16, 2020.

31. The Lender approached the conclusion of a potential agreement with Debtors 1 – 19 in the summer of 2020. However, the Lender was later informed that John Gerges did not own the pre-1954 Charter Pharmacy that he initially proposed as additional collateral, and that the collateral was no longer available.

32. Despite this setback and the time and resources the Lender expended based on John Gerges' earlier representations, the Lender continued to work with John Gerges and Debtors 1 – 19 to consensually address the Lender's concerns.

33. In subsequent discussions, John Gerges then proposed certain real estate as additional collateral to cover the potential shortfall in exchange for the Lender's consent to the Second Divestiture Program. The Lender was agreeable to the replacement real estate collateral and again pursued a formal agreement. Similar to the pre-1954 Charter Pharmacy, after the Lender expended time and resources, the Lender was informed that the additional real estate collateral was also no longer available.

34. Despite months of efforts, no significant process toward a viable agreement was made. The Lender had experienced a pattern of behavior where representations or proposals are made by John Gerges to address the Lender's concerns only for the Lender to be later told that such proposal is no longer available.

Demand Letters and Engagement of Spergel

35. The Lender, through its counsel, demanded repayment of all of the indebtedness owing by Debtors 1 – 19 and the applicable Guarantors on or about the following dates:

- (a) **August 7, 2020:** Debtors 1 – 14;
- (b) **August 24, 2020:** Debtors 15 – 17; and

(c) **September 3, 2020:** Debtor 18 and Debtor 19.

36. On or about August 17, 2020, the Lender issued a letter to Debtor 20 and the applicable Guarantors declaring the occurrence of an event of default for failing to make a required payment and demanding repayment of the indebtedness (and with the above correspondence, the “**Demand Letters**”).

37. In conjunction with each of the Demand Letters, the Lender issued Notices of Intention to Enforce Security under Section 244 of the BIA (the “**NITES**”). Copies of the Demand Letters and NITES issued to each of the Debtors are attached as **Exhibit H**.

38. The Demand Letters issued on August 7, 2020 in respect of Debtor 6, Debtor 12 and Debtor 9 referenced additional defaults arising from the termination of a certain Telus Provider Agreement (as defined below).

39. Following the Demand Letters, the Lender, with the consent of Debtors 1 – 19, engaged Spergel to review and report on the financial and operational performance of Debtors 1 – 19 and to evaluate the Lender’s security position.

40. Through the engagement of Spergel, among other things, the Lender became aware of the termination of additional Telus Provider Agreements and the Insurance Defaults (defined and described below). Spergel has also liaised with Debtors 1 - 19 and assisted the Lender in evaluating the different options John Gerges presented to the Lender. To date, all of the options presented later became unavailable or were terminated by third parties.

Termination of Telus Provider Agreements

41. The operating Debtors have provider agreements with TELUS Health Inc. (“**Telus Provider Agreements**”). The Lender has significant experience providing financial services to pharmacies and, in the Lender’s view, the Telus Provider Agreement is a material contract.

42. A Telus Provider Agreement allows a pharmacist to electronically process payments with the applicable insurance company when filling prescriptions. Without a Telus Provider Agreement,

patients are required to pay the full amount of a prescription and seek reimbursement from the applicable insurance providers including Canada Life, Sun Life Financial, Equitable Life, and several other prominent insurance carriers. In plain terms, if a pharmacy loses a Telus Provider Agreement, it loses the ability to attract customers who have insurance coverage with the insurers in question.

43. Since the Criminal Charges, TELUS Health Inc. has terminated the Telus Provider Agreements of 8 Debtors out of the 19 Debtors, being Debtor 6, Debtor 9, Debtor 12, Debtor 14 and Debtors 16 - 19.

44. By written correspondence on August 7, 2020, August 24, 2020, September 3, 2020 and October 15, 2020, the Lender notified the applicable Debtors that the termination of the Telus Provider Agreements constituted a material adverse effect and a default under the terms of the applicable Loan and Security Documents.

45. In light of the Criminal Charges and other disciplinary proceedings of the College as referenced in this Affidavit, I believe that, without the benefit of a stay of proceedings, the Debtors' remaining Telus Provider Agreements are at risk of termination.

Insurance Defaults

46. On or about September 30, 2020, the Lender was informed by its insurance administrator that the liability insurance policies of certain of the Debtors were cancelled – namely Debtors 1, 8, and 12 to 18. Such Debtors continued to operate despite the cancelled policies of liability insurance. A failure to maintain adequate insurance is an event of default under the General Security Agreements. At the time such Debtors were extended credit by the Lender, such Debtors had adequate liability insurance.

47. This was the first time I became aware of the Insurance Defaults. Upon further internal investigation, I then learned that the previous insurance administrator for the Lender had been informed by the applicable Debtors' insurance company that the insurance policies of each of Debtors 1 – 5, 8, and 12 – 19 had been cancelled (the “**Insurance Defaults**”). Through inadvertence, this communication was not the subject of further action by the Lender at that time.

48. Immediately upon becoming aware of the lack of insurance, I informed my counsel of the Insurance Defaults and a letter was sent to the relevant Debtors on October 14, 2020 declaring a further default under the Loan and Security Documents. I note that under the terms of the relevant promissory notes, any failure, delay or omission on the Lender's part to enforce any rights or remedies thereunder shall not be a waiver of such rights or remedies.

49. On or about October 6, 2020, counsel for the Lender advised counsel for the Debtors that the above Insurance Defaults had occurred. A copy of correspondence enclosing details of the defaults committed by the Debtors is attached hereto, with highlights demarcating the references to the Insurance Defaults, at **Exhibit I**.

50. To date, John Gerges has yet to provide valid insurance policies to cure the Insurance Defaults.

Payment Defaults

51. In addition to the defaults described above, since the issuance of the Demand Letters, 15 out of the 20 Debtors have defaulted in making payments under the applicable promissory notes when due (collectively, the "**Payment Defaults**").

52. Below is a summary of the Payment Defaults:

Debtor	Default
Debtor 1	Failure to make installment payment due and payable in August 2020.
Debtor 3	Failure to make installment payment due and payable in September 2020.
Debtor 4	Failure to make installment payment due and payable in August 2020.
Debtor 6	Failed to make installment payment due and payable in August 2020, September 2020 and October, 2020.
Debtor 8	Failure to make installment payment due and payable in August 2020 and October 2020.
Debtor 9	Failed to make installment payment due and payable in August 2020, September 2020 and October 2020.
Debtor 12	Failure to make installment payment due and payable in August 2020.
Debtor 13	Failure to make installment payment due and payable in August 2020 and October 2020.
Debtor 14	Failed to make installment payment due and payable in August 2020, September 2020 and October 2020.
Debtor 15	Failed to make installment payment due and payable in August 2020, September 2020 and October 2020.

Debtor	Default
Debtor 16	Failure to make installment payment due and payable in August 2020 and October 2020.
Debtor 17	Failure to make installment payment due and payable in August 2020 and October 2020.
Debtor 18	Failure to make installment payment due and payable in August 2020 and October 2020.
Debtor 19	Failed to make installment payment due and payable in August 2020, September 2020 and October 2020.
Debtor 20	Failed to make installment payment due and payable in August 2020, September 2020 and October 2020.

53. On October 6, 2020, counsel for the Lender wrote to counsel for the Debtors advising of the occurrence of the Payment Defaults. A copy of correspondence enclosing details of the Payment Defaults for Debtors 1 - 19, with highlights demarcating the references to the Payment Defaults, is attached hereto at **Exhibit J**.

54. As noted above, Debtor 20 was notified by the Lender of its Payment Default in the demand letter sent by the Lender on or about August 17, 2020.

Summary of Defaults and Demands

55. On or about October 15, 2020, as further communication of the events of default, counsel for the Lender sent counsel for the Debtors a comprehensive memo setting out in detail, among other things, the known events of default committed by Debtors 1 – 19. A copy of the memorandum sent by the Lender’s counsel to the Debtors’ co-counsel is attached as **Exhibit K**.

ADDITIONAL CONSIDERATIONS

56. Since the Default Letters, additional troubling events have occurred and further information has come to the Lender’s attention, which further described below.

Professional Misconduct

57. Aside from the Criminal Charges, the College commenced new disciplinary proceedings against John Gerges on or about April 28, 2020, alleging that John Gerges, while engaged at Totten

Pharmacy in Windsor, Ontario, Jimmy's Pharmacy in Toronto, Ontario, and Pacific Pharmacy in Toronto, Ontario, committed professional misconduct by, among other things, submitting charges for drugs that were never dispensed, falsifying pharmacy records, forging prescriptions using a stolen prescription pad, failing to keep records of certain identified drugs, and submitting charges for 755 claims of drugs/products/fees in excess of allowable amounts. These disciplinary proceedings are attached as **Exhibit E**.

58. The Lender became aware of the College's new disciplinary proceedings against John Gerges following the issuance of the Default Letters. In the Lender's view, such professional misconduct – even absent the Criminal Charges – is a material adverse effect constituting a default under the Loan and Security Documents.

Failure of Second Divestiture Program

59. Notwithstanding the Debtors' inability to post suitable additional collateral in connection with the Second Divestiture Program, the Lender continued to work with the Debtors to evaluate transactions presented by the Debtors to the Lender. In and around September 24, 2020, the Lender approved financing for new buyers of Debtor 9 and Debtor 12. However, on October 26, 2020, I was advised by Mukul Manchanda, Partner at Spergel that the transactions being evaluated by the Lender were terminated because the buyers learned that TELUS Health Inc. had extended a waiting period to reapply for a provider number from one to two years.

DEBTORS' OBLIGATIONS

60. A table setting out the specific amounts owing by each applicable Debtor as set out in the Demand Letters is as follows:

Entity	Amount Owing
Debtor 1	288,388.58
Debtor 2	432,937.01
Debtor 3	537,611.52
Debtor 4	250,875.52
Debtor 5	409,927.30
Debtor 6	603,330.23

Entity	Amount Owing
Debtor 7	276,545.36
Debtor 8	1,576,548.17
Debtor 9	605,048.87
Debtor 9	11,861.35
Debtor 10	548,827.08
Debtor 11	3,643,675.16
Debtor 12	499,313.04
Debtor 13	658,489.94
Debtor 14	853,131.97
Debtor 15	506,352.43
Debtor 15	865,677.73
Debtor 15	1,635,600.58
Debtor 16	1,312,250.32
Debtor 17	2,182,814.37
Debtor 18	1,893,573.95
Debtor 19	987,178.95
Debtor 20	2,908,586.50
TOTAL	23,488,545.93

APPOINTMENT OF A RECEIVER

61. The Debtors have defaulted under the terms of each of their respective Loan and Security Documents.

62. The Lender has demanded from each Debtor repayment of the applicable amount of the Indebtedness owing by such Debtor. The Lender has issued NITES against each of the Debtors. The 10-day notice period has expired. To date, the Lender's demand for repayment remains unsatisfied and no consensual resolution has been achieved since the initial Default Letters that were sent in March, 2020.

63. Certain of the Debtors have lost their relevant Telus Agreements. Certain of the Debtors are operating without insurance. 14 of Debtors have not made payments under the Loans as they become due and payable. In the Lender's view, the Lender's collateral is at risk.


64. The Lender has lost confidence in the Debtors' ability to protect the Lender's collateral and address the Lender's concerns.

65. In the Lender’s view, the Lender has witnessed a gradual deterioration of the Lender’s business, eroding the Lender’s security.

66. The Lender is entitled to appoint a receiver under the General Security Agreements signed by the Debtors.


67. Spergel has consented to act as Receiver.

SWORN BEFORE ME via video-conference with the deponent in the Town of Bryn Mawr, Pennsylvania, and the Commissioner in the City of Toronto, Ontario this 30th day of October, 2020

DocuSigned by:

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A Commissioner for taking Affidavits (*or as may be*)

Tamie Dolny

DocuSigned by:

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Edward Hopkinson

Note: This affidavit was commissioned via simultaneous video-conference in accordance with the *Commissioners for taking Affidavits Act*, R.S.O. 1990, CHAPTER C.17, and Ontario Regulation 431/20 Administering Oath or Declaration Remotely, under which (i) the identity of the deponent was confirmed from government issued identification, (ii) the commissioner administered the oath or affirmation, (iii) the deponent affixed their electronic signature to the affidavit, (iv) the deponent confirmed their electronic signature to the commissioner, (v) the commissioner affixed their electronic signature to the affidavit including exhibits.

This is Exhibit "Q" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

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Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

Court File No.: CV-20-006650853-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE -
(COMMERCIAL LIST)

B E T W E E N:

1951584 ONTARIO INC. (formerly DESANTE FINANCIAL SERVICES INC.) and CWB
MAXIUM FINANCIAL INC.

Applicants

-and-

4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN BRIMLEY PHARMA INC., BLESS
HUI PHARMA INC., BLESS JIMMY'S PHARMA INC., BLESS PHARMA INC., JG
WINDSOR INC., JIMMY'S GROUP INVESTORS INC., JM WESTVIEW PHARMA INC.,
JUBILEE PROPERTY INVESTMENTS INC., MAPLE MEDI PHARMA INC., RESIDENT
MEDICAL GROUP INC., RIVER HILL PHARMACY LTD., S&J PROPERTY INVESTORS
INC., SJ COLBORNE PHARMA INC., SJ EAST PHARMA INC., ST. MARY COOKSVILLE
PHARMA INC., ST. MARY THEOTOKOS PHARMA INC., STONEY CREEK PHARMA
INC., TORONTO APOTHECARY PHARMA INC., TORONTO SURREY PHARMA INC.,
WESTWAY HOLDINGS INC. and OLDE WALKERVILLE HOLDINGS INC.

Respondents

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

AFFIDAVIT OF EDWARD HOPKINSON

I, Edward Hopkinson, of the City of Bryn Mawr, in the State of Pennsylvania, United States of America, **MAKE OATH AND SAYS AS FOLLOWS:**

1. I am the VP Risk Officer of the Applicant, CWB Maxium Financial Inc., (“**CWB**”). CWB holds a service agreement with 1951584 Ontario Inc. (“**195**”), successor of Desante Financial Services Inc. and Maxium Financial Services Inc. by amalgamation (collectively with CWB, the “**Lender**”), such that employees of CWB administer 195’s portfolio. I am primarily responsible for monitoring the Loans (defined below) provided by the Lender to the Debtors described in this affidavit.

2. As such, I have knowledge of the matters to which I hereinafter depose. Where the source of my information is other than myself I have set out the source and do verily believe it to be true.

3. I swear this affidavit as a supplement (this “**Supplemental Affidavit**”) to my affidavit sworn October 31, 2020 (the “**Hopkinson Affidavit**”). Unless otherwise stated, capitalized terms used in this Supplemental Affidavit are defined in the Hopkinson Affidavit.

4. The Hopkinson Affidavit is sworn in support of an application for an order, among other things, appointing Spergel as Receiver of all of Property of the Debtors pursuant to section 243(1) of the *BIA* and section 101 of the *CJA*.

5. This Supplemental Affidavit is sworn in connection with an Order made on consent to add Bless Hui Pharma Inc. (“**Bless Hui**” or “**Debtor 21**”) as a respondent to this Application. Bless Hui is being included on consent by all parties. A copy of the consent can be found at Tab 4 of the Amended Application Record.

6. Bless Hui is an Ontario corporation. A corporate profile report is attached at **Exhibit “A”**.

7. On the corporate profile report, Bless Hui’s officer and director is Diep Nguyen. Mr. Nguyen is also a guarantor of several of the Loans. In the course of the Lenders’ relationship, John Gerges held himself out as the representative of and with the authority to bind Bless Hui.

Along with Mr. Nguyen, John Gerges executed the applicable Loan and Security Documents on behalf of Bless Hui. By email dated November 19, 2020, Diep Nguyen confirmed to the Lenders that Mr. Gerges is the authorized representative with authority to bind Bless Hui.

8. Bless Hui is indebted to the Lenders under a promissory note dated March 28, 2017. Bless Hui granted a security interest in favour of the Lenders in all of its assets, property and undertaking as security for its obligations to the Lenders under a general security agreement dated March 28, 2017. A copy of the promissory note and general security agreement in respect of Bless Hui is attached as Exhibit “B”.

9. The Lenders registered a financing statement against Bless Hui pursuant to the *Personal Property Security Act* (Ontario) (the “PPSA”). A copy of the Enquiry Response Certificates for Bless Hui is attached as Exhibit “C”.

10. Bless Hui defaulted on its obligations to the Lenders.

11. On August 25, 2020, the Lenders demanded from Bless Hui payment of the Indebtedness owing to the Lenders at that time, totaling \$878,397.80. On that same date, the Lenders delivered to Bless Hui a Notice of Intention to Enforce Security under Section 244 of the BIA (the “NITES”). A copy of the demand letter and NITES is attached as Exhibit “D”.

12. Despite demand, the Indebtedness remains outstanding.

13. Bless Hui has consented to the appointment of a receiver.

SWORN BEFORE ME via video-conference with the deponent in the Town of Bryn Mawr, Pennsylvania, and the Commissioner in the City of Toronto, Ontario this 24 day of November, 2020

DocuSigned by:
Asim Iqbal
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A Commissioner for taking Affidavits (*or as may be*)

Asim Iqbal

DocuSigned by:

EDWARD ROBINSON
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Note: This affidavit was commissioned via simultaneous video-conference in accordance with the *Commissioners for taking Affidavits Act*, R.S.O. 1990, CHAPTER C.17, and Ontario Regulation 431/20 Administering Oath or Declaration Remotely, under which (i) the identity of the deponent was confirmed from government issued identification, (ii) the commissioner administered the oath or affirmation, (iii) the deponent affixed their electronic signature to the affidavit, (iv) the deponent confirmed their electronic signature to the commissioner, (v) the commissioner affixed their electronic signature to the affidavit including exhibits.

This is Exhibit "R" referred to in the Affidavit of Edward Hopkinson sworn by Edward Hopkinson of the City of Bryn Mawr, in the State of Pennsylvania, before me at the Town of Milton, in the Province of Ontario, on August 3, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Asim Iqbal

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Commissioner for Taking Affidavits (or as may be)

ASIM IQBAL

Court File No. CV-20-00650853-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN

1951584 ONTARIO INC. (formerly DESANTE FINANCIAL SERVICES INC.)
and CWB MAXIUM FINANCIAL INC.

Applicants

-and-

BLESS HUI PHARMA INC., JM WESTVIEW PHARMA INC., MAPLE MEDI
PHARMA INC., RIVER HILL PHARMACY LTD., SJ EAST PHARMA INC.,
ST. MARY THEOTOKOS PHARMA INC., STONEY CREEK PHARMA INC.,
TORONTO APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC.
and OLDE WALKERVILLE HOLDINGS INC.

Respondents

AFFIDAVIT OF EDWARD HOPKINSON

I, Edward Hopkinson, of the City of Bryn Mawr, in the State of Pennsylvania, United States of America, **MAKE OATH AND SAYS AS FOLLOWS:**

1. I am the VP Risk Officer of the Applicant, CWB Maxium Financial Inc., (“**CWB**”). CWB holds a service agreement with 1951584 Ontario Inc. (“**195**”), successor of Desante Financial Services Inc. and Maxium Financial Services Inc. by amalgamation (collectively with CWB, the “**Lender**”), such that employees of CWB administer 195’s portfolio. I am primarily responsible for monitoring the Loans provided by the Lender to the Debtors (as defined below). As such, I have knowledge of the matters to which I hereinafter depose. Where the source of my information is other than myself I have set out the source and do verily believe it to be true.

2. The relevant background facts are as set out in my affidavit sworn October 31, 2020 (the “**First Hopkinson Affidavit**”) and are not repeated here except as necessary. Unless otherwise stated, capitalized terms used in this affidavit are defined in the Hopkinson Affidavit. A copy of the First Hopkinson Affidavit, without exhibits, is attached as **Exhibit “A”**.

3. This affidavit sets out troubling new information that has recently come to the Lender's attention and caused the Lender to lose faith and confidence in the Forbearance Entities' (as defined below) ability to perform their obligations in good faith and to protect and preserve the Lender's collateral without the oversight of a court officer.

Interpretation

4. In this affidavit, the term "**Debtors**" means, collectively, 4231 Sheppard Avenue East Inc., Abu Seifein Brimley Pharma Inc., Bless Jimmy's Pharma Inc., Bless Hui Pharma Inc., Bless Pharma Inc., JG Windsor Inc., Jimmy's Group Investors Inc., JM Westview Pharma Inc., Jubilee Property Investments Inc., Maple Medi Pharma Inc., River Hill Pharmacy Ltd., S&J Property Investors Inc., SJ East Pharma Inc., St. Mary Cooksville Pharma Inc., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Toronto Surrey Pharma Inc., Westway Holdings Inc. and Olde Walkerville Holdings Inc.

Receivership Application and Procedural History

5. The First Hopkinson Affidavit was sworn in support of an application for an order, among other things, appointing msi Spergel inc. ("**Spergel**") as receiver (in such capacity, the "**Receiver**") of all of the Property of the Debtors pursuant to section 243(1) of the *BIA* and section 101 of the *CJA* (the "**Receivership Application**").

6. In connection with the Receivership Application, the following eight (8) debtors consented to the appointment of the Receiver pursuant to the consent receivership order of Justice Cavanagh dated November 25, 2020 (the "**Consent Receivership Order**"), a copy of which is attached as **Exhibit "B"** ("**First Consent Receivership Entities**"):

- a) Bless Hui Pharma Inc.;
- b) Maple Medi Pharma Inc.;
- c) River Hill Pharmacy Ltd.;
- d) St. Mary Theotokos Pharma Inc.;
- e) Stoney Creek Pharma Inc.;
- f) Toronto Apothecary Pharma Inc.;

- g) Westway Holdings Inc.; and
- h) Olde Walkerville Holdings Inc.

7. The Lender agreed to adjourn the Receivership Application for the Debtors that did not form part of the First Consent Receivership Entities (collectively, the “**Forbearance Entities**”), including:

- (a) 4231 Sheppard Avenue East Inc.,
- (b) Abu Seifein Brimley Pharma Inc.,
- (c) Bless Jimmy’s Pharma Inc.,
- (d) Bless Pharma Inc.,
- (e) JG Windsor Inc.,
- (f) Jimmy’s Group Investors Inc.,
- (g) JM Westview Pharma Inc.,
- (h) Jubilee Property Investments Inc.,
- (i) S&J Property Investors Inc.,
- (j) SJ East Pharma Inc.,
- (k) St. Mary Cooksville Pharma Inc., and
- (l) Toronto Surrey Pharma Inc.

8. A copy of the Email Endorsement of Justice Cavanagh dated November 25, 2020 is attached as **Exhibit “C”** (the “**November 25 Endorsement**”).

9. Pursuant to the November 25 Endorsement, with respect to JM Westview Pharma Inc. and SJ East Pharma Inc., the Receivership Application was adjourned on the following terms:

On or before January 30, 2021 each of JM Westview Pharma Inc. and SJ East Pharma Inc. shall have entered into a binding agreement of purchase and sale or other form of transaction, which shall be in form and substance satisfactory to the Applicants in its sole discretion, and such transaction shall have closed or be scheduled to close on a later date acceptable to the Applicants in its sole discretion (which shall be no later than February 28, 2021).

10. On December 7, 2020, as part of consensually addressing the Receivership Application, the Lenders consented to the removal of two additional entities, SJ Colborne Pharma Inc. and

Resident Medical Group Inc., as respondents to the Receivership Application, on a without prejudice basis and an Amended and Restated Receivership Order was issued to remove such entities from the Title of Proceedings.

Forbearance Agreements

11. Following the issuance of the Receivership Application on November 5, 2020, the Lender and the Forbearance Entities negotiated a term sheet (the “**Term Sheet**”) containing certain material terms that would be included in a forbearance agreement between the Lender and the Forbearance Entities. As part of these initial negotiations, the parties agreed, subject to the Court’s discretion, to include certain language in the November 25 Endorsement. The Court included the agreed-upon language in the November 25 Endorsement.

12. In the First Hopkinson Affidavit, I cited a substantial number of the Forbearance Entities that failed to make monthly principal and interest payments to the Lender when due and payable (the “**Payment Defaults**”). Under the Term Sheet, the Forbearance Entities agreed to cure the Payment Defaults. In and around November 18, 2020, although later than the date required in the Term Sheet, the Lenders received wire transfer payments in an amount sufficient to cure the Payment Defaults (other than certain arrears owing by SJ East Pharma Inc. and JM Westview Pharma Inc., which were required to be cured at a later date).

13. Between November 25, 2020 and early January, 2021, the Lender negotiated in good faith, and at significant expense, the terms of forbearance agreements with the Forbearance Entities.

14. By January 7, 2021, the Lender had entered into forbearance agreements with the Forbearance Entities. Copies of the forbearance agreements are attached as **Exhibit “D”** (collectively, the “**Forbearance Agreements**”).

15. Under the terms of the Forbearance Agreements, among other things, the Forbearance Entities agreed:

- (a) to adhere to the terms of the applicable Forbearance Agreement and Loan and Security Documents (as defined in the Forbearance Agreements);

- (b) that it is an event of default if, among other things, any Obligor (as defined in the Forbearance Agreements) sells, transfers, leases, loans, farms out or otherwise disposes of any of its property, assets or undertaking outside of the ordinary course of business without the Lender’s prior written approval; and
- (c) to acknowledge that Spergel acts as the Lender’s consultant (in such capacity, the “**Consultant**”) and to cooperate fully (subject to applicable privacy laws and professional regulations and codes of conduct) with the Lender and the Consultant, by, among other things, providing access to its books, records, property, assets and personnel wherever they may be situated and in whatever medium they may be recorded, at the rest of and at the times convenient to the Lender, acting reasonably, which right of access includes the right to inspect and appraise such property and assets.

New Information and Consultant Investigation

16. On January 21, 2021, counsel for the Debtors advised the Lender’s counsel that two of the Forbearance Entities, namely, JM Westview Pharma Inc. and SJ East Pharma Inc., ceased operations. The Lender also became aware that a critical drug supplier had contacted the Consultant to advise of amounts owing by JM Westview Pharma Inc. to such drug supplier which JM Westview Pharma Inc. failed to pay.

17. Upon learning of these facts, I instructed the Consultant to investigate further, including attending at the location of each JM Westview Pharma Inc. and SJ East Pharma Inc.

18. JM Westview Pharma Inc. operated a pharmacy known as the “**Mill St. Pharmacy**”. SJ East Pharma Inc. operated a pharmacy known as the “**Brighton Pharmacy**”.

19. Following its site visit at the Mill St. Pharmacy and the Brighton Pharmacy on January 22, 2021, the Consultant reported the following observations, as summarized below.

JM Westview Pharma Inc.

20. With respect to JM Westview Pharma Inc. (*i.e.*, Mill St. Pharmacy), the Consultant reported that:

- (a) Mill St. Pharmacy, located at 15 Mill St E, was closed when the Consultant attended;
- (b) The shelves of Mill St. Pharmacy appeared to be empty; and
- (c) A new pharmacy known as Sigma Drug Mart (the “**Sigma Pharmacy**”) had opened across the street at 2 Dufferin Street, Tilbury, ON. A review of the Ontario College of Pharmacists (the “**College**”) website indicates the following: (i) Sigma Drug Mart is owned by Sigma Healthcare Inc., (ii) the director of Sigma Healthcare Inc. is Samir Shenoda, and (iii) Sigma Pharmacy received its accreditation number from the College on January 18, 2021. A printout of the pharmacy profile on the College website in respect of Mill St. Pharmacy and Sigma Pharmacy is attached as **Exhibit “E”**.

21. As noted above, Samir Shenoda is the principal and director of Sigma Pharmacy. Samir Shenoda is also the officer and director of SJ Colborne Pharma Inc., which was initially a Respondent in the Receivership Application. John Gerges (“**Gerges**”) is a shareholder and personal guarantor of SJ Colborne Pharma Inc. Gerges is also a personal guarantor of all of the Forbearance Entities (other than SJ East Pharma Inc., of which Gerges is a director and officer), which were also Respondents in the Receivership Application. .

22. I understand that the Consultant received information from a former employee of Mill St. Pharmacy suggesting that the patient list and drug inventory was transferred from Mill St. Pharmacy to Sigma Pharmacy.

23. The Lender currently does not hold security against Sigma Healthcare Inc. (*i.e.*, the corporate owner of Sigma Pharmacy).

SJ East Pharma Inc.

24. With respect to SJ East Pharma Inc. (*i.e.* Brighton Pharmacy), the Consultant reported that:

- (a) Brighton Pharmacy located at 12 Elizabeth St., Brighton, ON, was closed when the Consultant attended;

- (b) The shelves of Brighton Pharmacy appeared to be empty;
- (c) According to the College's website accessed on January 22, 2021, Brighton Pharmacy closed on November 25, 2020, which is the same date as the November 25 Endorsement and prior to the January 4 Forbearance Agreement;
- (d) The Consultant inquired about the Brighton Pharmacy with a nearby pharmacy and was advised that the Brighton Pharmacy had moved across the street to a new pharmacy named Brighton Rx PharmaChoice (the "**New Brighton Pharmacy**") located at 19 Elizabeth Street, Brighton ON (the "**Current Premises**");
- (e) The Consultant attended at the New Brighton Pharmacy and met with one employee who advised the Consultant that the New Brighton Pharmacy was the same pharmacy that used to be located at 12 Elizabeth Street, Brighton. The Consultant was advised that the transition to the Current Premises commenced in and around October 2020; and
- (f) According to the College's website, the New Brighton Pharmacy is owned by Anoop Brighton Pharmacy Inc. The director of Anoop Brighton Pharmacy Inc. is Anoop Gupta, who the Consultant understands was also the designated pharmacist at the Brighton Pharmacy. New Brighton Pharmacy received its accreditation number from the College on October 7, 2020. A printout of the pharmacy profile on the College website in respect of Brighton Pharmacy and the New Brighton Pharmacy is attached as **Exhibit "F"**.

25. In paragraphs 27 to 34 of the First Hopkinson Affidavit, I set out a number of failed transactions occurring between April and June 2020 referred to as "First Divestiture Program" and the "Second Divestiture Program" (collectively, the **Divestiture Programs**). As part of the Divestiture Programs, Gerges sought the Lender's consent for the sale of his equity interests in various of the Debtors, including SJ East Pharma Inc. The transaction proposed in respect of SJ East Pharma Inc. was the sale of Gerges's equity interests to Anoop Gupta.

St Mary Cooksville Pharma Inc

26. According to the College's website, the pharmacy owned by St Mary Cooksville Pharma Inc. ("**Cooksville Pharmacy**"), a Forbearance Entity, is also listed as no longer operating. The College website indicates that the date of closure was November 30, 2020. In other words, Cooksville Pharmacy was not operating the entire time the Lender was negotiating the Forbearance Agreements in good faith. A printout of the pharmacy profile on the College's website in respect of Cooksville Pharmacy is attached as **Exhibit "G"**.

27. I understand that Spergel, in its capacity as proposed receiver of the Forbearance Entities, will file a Proposed Receiver's Report.

Defaults Letters

28. In response to the newly discovered information from the Consultant's report described above, on January 24, 2021, in accordance with the Forbearance Agreements, the Lender declared all of the Forbearance Entities in default of the Forbearance Agreements (the "**January 24 Default Letters**"). Copies of the January 24 Default Letters are attached as **Exhibit "H"**.

Misrepresentations and the Falsehoods

29. The Debtors existed as an intertwined web of related and non-arms' length individuals and corporations that either own and operate a pharmacy, or own the real estate on which a pharmacy is or was located. The common thread among each of the Debtors is the involvement of Gerges, either in his capacity as director, officer, shareholder, and/or guarantor of the respective obligations of the applicable Debtor. I believe that Gerges is the directing mind behind, or exerts substantial control or influence over, the operations and business of each of the Debtors, regardless of whether Gerges is listed, on paper, as a director or officer.

30. The Lenders negotiated in good faith with Gerges and the Forbearance Entities for months and at significant expense. In the Lender's view, while negotiating the Forbearance Agreements, Gerges withheld the material fact that certain of the Forbearance Entities had ceased or were ceasing operations. The Lender believes that Gerges, and by extension the Forbearance Entities, misled the Lender to delay enforcement of the Lender's rights by negotiating the Forbearance Agreements with full knowledge that certain of the entities are or would be in immediate default of its terms.

31. Gerges appears to have diverted the Lender's collateral to different pharmacy locations owned by new corporate entities under the control of related or non-arms' length parties that are not subject to the Lender's security.

32. In the Lender's view, the Forbearance Agreements were entered into based on misrepresentations and deliberate falsehoods by Gerges about fundamental elements of each respective agreement.

33. The Lender has serious concerns that Gerges has been tactically delaying these proceedings unlawfully, and in breach of the Forbearance Agreements and the Loan and Security Documents, to the detriment of the Lender.

34. Collectively, the Debtors owe the Lender in excess of \$20 million. I believe that no other stakeholder has an economic interest in the Debtors' assets that is anywhere near the Lender's exposure in respect of each of the Debtors.

35. The Receivership Application was the culmination of many months of efforts on the part of the Lender to reach a consensual resolution with respect to the Debtors' numerous and repeated defaults (including the Payment Defaults, Insurance Defaults, Professional Misconduct, and the Criminal Charges, among other defaults) under the applicable Loan and Security Documents, as set out in the First Hopkinson Affidavit.

Appointment of a Receiver

36. The Forbearance Entities and Gerges have displayed to the Lender a protracted history of entering into negotiations in bad faith. There has been a substantial betrayal of the Lender's trust on the part of Gerges and the Debtors. The Lender has lost confidence in the Forbearance Entities' and Gerges's ability to perform their obligations in good faith and to protect and preserve the Lender's collateral without the oversight of a court officer.

37. The Forbearance Entities have defaulted under the terms of each of their respective Loan and Security Agreements and the Forbearance Agreements. Each of the Forbearance Entities have contractually agreed to the Lender's right to appoint a receiver upon the occurrence of an event of default under the Loan and Security Documents, including the Forbearance Agreements.

38. The conduct of Gerges – the directing, controlling and/or influencing mind of each of the Forbearance Entities – displays, in the Lender’s opinion, utter disregard for the Lender’s interests, which I believe are the senior and most substantial interests in all of the Debtors’ estates.

39. The appointment of a Receiver is necessary to protect, preserve and ultimately realize on the Lender’s security to the benefit of the Lender and, if the value of the assets permit, other subordinate stakeholders.


40. The Lender urgently seeks the appointment of a receiver.

SWORN BEFORE ME via video-conference with the deponent in the Town of Bryn Mawr, Pennsylvania, and the Commissioner in the City of Toronto, Ontario this 24th day of January, 2021

DocuSigned by:
Asim Iqbal
6E056E5E3BC8405

A Commissioner for taking Affidavits *(or as may be)*

Asim Iqbal

DocuSigned by:

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EDWARD HOPKINSON