

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

CWB MAXIUM FINANCIAL SERVICES INC.

Plaintiff

and

1970636 ONTARIO LTD. o/a MT. CROSS PHARMACY,
UMAIR N. NASIM, SHRIKANT MALHOTRA, 1975193 ONTARIO LTD. dba MTN RX &
HEALTH AND ANGELO KIRKOPOULOS

Defendants

**PLAINTIFF'S REVISED FACTUM
(APPOINTMENT OF s. 243 RECEIVER)
(RETURNABLE AUGUST 3, 2018)**

July 31, 2018

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PART I - INTRODUCTION & OVERVIEW

1. On May 16, 2018, pursuant to the Order of the Honourable Justice Dunphy (the "**IR Appointment Order**"), msi Spergel inc. ("**Spergel**") was appointed as the interim receiver (in such capacity, the "**Interim Receiver**") of the assets, undertaking and properties of the defendant 1970636 Ontario Ltd. o/a Mt. Cross Pharmacy ("**Mt. Cross**" or "**Mt. Cross Pharmacy**") by way of a motion brought by the Plaintiff.
2. On June 14, 2018, Spergel was appointed as receiver (the "Receiver") of the assets, undertaking and properties of Mt. Cross pursuant to the Order of the Honourable Mr. Justice McEwan dated June 14, 2018.

3. During its investigations leading up to the June 14, 2018 motion before Justice McEwan, the Interim Receiver discovered that a substantial number of client files, including prescriptions, were transferred from the Mt. Cross Pharmacy to a pharmacy in close proximity operated by 1975193 Ontario Ltd. dba MTN RX & Health (“**MTN RX**”) without the knowledge or consent of Mt. Cross.
4. The assets, undertaking and property that were transferred to MTN RX are subject to a security interest in favour of CWB Maxium.
5. CWB Maxium Financial Services Inc. (“CWB Maxium”) therefore also sought an Order on June 14, 2018 appointing Spergel as receiver over the assets, undertaking and properties of MTN RX.
6. CWB’s motion for the appointment of a receiver over MTN RX was adjourned to June 28, 2018 to allow MTN RX to retain counsel and then to August 3, 2018 to allow MTN RX to deliver responding material and for any cross-examinations.
7. It is CWB Maxium’s position that MTN RX has taken possession of the assets of Mt. Cross over which CWB Maxium had security and, that it appears on the evidence that the primary purpose of MTH RX was to take over the patients of Mt. Cross.
8. The actions of MTN RX will render CWB Maxium’s security and the indebtedness of approximately \$4.5MM worthless without the appointment of a Receiver who could then sell the Mt. Cross Pharmacy business as a going concern.
9. In the circumstances, it is just and convenient, as well as appropriate, that the receivership also include the assets, undertakings and property of MTN RX.

PART II - THE FACTS

10. CWB Maxium is a corporation duly incorporated pursuant to the laws of the Province of Ontario, carrying on business as a finance company, with offices in Richmond Hill and elsewhere.

Reference: Daniel Gilchrist Affidavit sworn May 15, 2018 (“**Gilchrist Affidavit**”), para. 4

11. Mt. Cross operated a retail pharmacy at leased premises located at 503 Concession Street in Hamilton, Ontario (the (“**Premises**”). The Premises are also referred to Concession Wentworth Medical Clinic (“**CWMC**”).

Reference: Gilchrist Affidavit, paras. 5 & 10

12. The Defendant, Angelo Kirkopoulos (“**Kirkopoulos**”), is the Secretary and Treasurer of Mt. Cross. Kirkopoulos is also the President of Concession Wentworth Medical Centre Inc. (the “**CWMC**”).

Reference: Gilchrist Affidavit, paras. 9 & 11

13. MTN RX operates a pharmacy at 566 Concession St. in Hamilton, Ontario (the “**MTN Pharmacy**”). Ahmed Kassim (“**Kassim**”) is the principal of the MTN Pharmacy;

Reference: Gilchrist Affidavit, para. 37(b)

14. In 2017, CWB Maxium agreed to provide financing to Mt. Cross in respect to its purchase of the assets of the Mt. Cross pharmacy business from 1919932 Ontario Ltd. (the “**Vendor**”) pursuant to a purchase agreement dated June 2, 2017 (the “**Purchase Agreement**”).

Reference: Gilchrist Affidavit, paras. 15, 17, 18 & 19

15. On June 6, 2017, CWB Maxium and Mt. Cross entered into a promissory note (the “**Note**”) whereby Mt. Cross promised to pay to CWB Maxium the sum of \$4,300,450.00 with interest to CWB Maxium. The balance of the purchase price under the Purchase Agreement (the “**Deposit**”) was to have been funded by the Guarantors.

Reference: Gilchrist Affidavit, paras. 17 & 20

16. As security for the Note, on June 5, 2017, CWB Maxium and Mt. Cross entered into a General Security Agreement (the “**GSA**”) whereby Mt. Cross granted to CWB Maxium a continuing security interest in all of Mt. Cross’s assets and undertakings in consideration for CWB Maxium continuing to deal with Mt. Cross.

Reference: Gilchrist Affidavit, paras. 22 & 23

17. Each of the General Security Agreements define the collateral secured generally as follows:

“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**” (emphasis added)

Reference: Exhibit “D” to the Gilchrist Affidavit – General Security Agreements granted by the Debtors to Maxium

18. On May 25, 2017, CWB Maxium perfected its security interest in the assets and undertaking of Mt. Cross by way of a registration pursuant to the *Personal Property Security Act* (the “**PPSA**”) over all collateral categories.

Reference: Gilchrist Affidavit, para. 24

19. On or about April 15, 2018, Mt. Cross defaulted in its obligations to CWB Maxium in that it failed to make the payments required pursuant to the Note.

Reference: Gilchrist Affidavit, paras. 29-33

20. On May 8, 2018, the Plaintiff delivered demand for payment and a Notice of Intention to Enforce Security to Mt. Cross demanding payment in full of the amount of \$4,578,464.85.

Reference: Gilchrist Affidavit, paras. 33 & 34

Reference: Maureen McLaren Affidavit, sworn June 6, 2018 (“**McLaren Affidavit**”), para. 3(a)

21. Pursuant to the terms of the Note and the GSA Mt. Cross owes CWB Maxium the sum of \$4,578,464.85 as at May 28, 2018, plus interest, at the rate of 18% per annum.

Reference: Exhibit “A” to McLaren Affidavit - Letter from CWB Maxium to U. Nasim and S. Shrikant

22. Mt. Cross’ business has been negatively impacted by the following developments:
- (a) Following Mt. Cross’ purchase of the Pharmacy, most of the physicians located within the Premises moved their practices out of the Premises;
 - (b) MTN RX opened a competing pharmacy in close proximity to the Mt. Cross Pharmacy in February 2018. A significant number of client files have been transferred from the Mt. Cross Pharmacy to the MTN Pharmacy without the consent or authorization of Mt. Cross. The pharmacist of the MTN Pharmacy is Kassim, who was formerly employed by Mt. Cross;

- (c) on May 16, 2018, the RCMP executed a search warrant and the books and records of Mt. Cross have been seized. Both Kirkopoulos and Nasim have been charged by the RCMP;
- (d) unauthorized changes have been made to the website for the Mt. Cross Pharmacy such that it defaults to the MTN Pharmacy; and
- (e) the Pharmacy's point of sale provider, Fillware Technologies ("**Fillware**") received an unauthorized request to merge the prescription software system for the Mt. Cross Pharmacy with the system for the MTN Pharmacy.

Reference: Gilchrist Affidavit, paras. 37 & 38

23. As detailed in the First Report of the Interim Receiver (the "IR Report") and the Supplemental Report of the Interim Receiver (the "IR Supp Report") as well as the First Report of the Receiver (the "Receiver's Report"), Spergel has discovered the following as a result of its investigations an analysis:

- (a) Nasim, the designated pharmacist and President of Mt. Cross, has been prohibited from entering the Premises due to criminal charges laid against him by the RCMP. Similarly, charges have been laid by the RCMP against Kirkopoulos.

Reference: First Report, paras. 3.0.2 & 3.0.6

- (b) the RCMP has also seized certain books and records of the Mt. Cross Pharmacy. The Interim Receiver requested access to the books and records, but was advised that the Crown will not share any documents seized without court order.

Reference: First Report, para. 3.0.5

(c) the insurance policy for the Mt. Cross Pharmacy was cancelled in September 2017.

Reference: First Report, para. 3.0.4

(d) Kirkopoulos was engaged by MTN RX to set up its corporate structure and was formerly an officer of the company. He charged MTN RX a total of \$500 all-inclusive to incorporate MTN RX. He was also an officer of the Vendor and remains an officer of Mt. Cross;

Reference: the IR Report – Paragraph 4.02 and the transcript of the Cross-examination of Kassim dated July 26, 2018 (the “Transcript”), Pages 10 & 11, Questions 44 to 54.

(e) the website for the MTN Pharmacy is substantially similar to the Mt. Cross Pharmacy and that the name of the pharmacy featured on the website has been changed from Mt. Cross to MTN RX. The current website also refers to CWMC, which is the name of the medical clinic which operates from the Premises;

Reference: IR Report, paras. 4.04.-4.0.8

(f) a number of clients of the Mt. Cross Pharmacy have advised Spergel that they never authorized the transfer of their files to the MTN Pharmacy;

Reference: IR First Report, para. 4.0.11

(g) Angela Abrantes (“**Angela**”), a former employee of Mt. Cross who is now employed by MTN RX, confirmed to Spergel that she: (1) transferred the majority of the blister pack patients from Mt. Cross to MTN RX; (2) transferred approximately 150

clients to the MTN Pharmacy; and (3) contacted Fillware to merge the Mt. Cross software system with the MTN RX software system;

Reference: IR Report, para. 4.0.16

(h) As at June 28, 2018, MTH RX had a total of 261 patents of which 261 patents were former patients of MT Cross;

Reference: Receiver's Report page 2, Para 3, and the Transcript from the cross-examination of Ahmed Kassim ("Kassim") on July 26, 2018 ("the Transcript") Pages 44 & 45, Questions 258 to 269.

24. At no time was CWB Maxium aware of, or given notice of, the fact that the client files and prescriptions were being transferred to MTN RX. Upon learning that the Mt. Cross client files and prescriptions had been transferred to MTN RX and that MTN RX was operating a pharmacy business in close proximity to the Mt. Cross pharmacy, CWB Maxium registered financing change statements on May 22, 2018 pursuant to the Ontario *Personal Property Security Act* (the "PPSA") to add MTN RX as an additional debtor under its existing PPSA registrations against Mt. Cross, Nasim and Malhortra.

Reference: Exhibit "B" to the McLaren Affidavit – Financing Change Statement dated May 22, 2018

25. In addition, the evidence obtained to date by the Interim Receiver strongly supports the conclusion that much of what constitutes the collateral under CWB Maxium's security has been (or was in the process of being) transferred to MTN RX. Accordingly, CWB Maxium also seeks the appointment of Spergel as the Receiver of MTN RX pursuant to the provisions of the GSA, s. 243 of the BIA and s. 48(2) of the PPSA.

PART III - ISSUES AND THE LAW

26. The issues are:
- (a) Do the security interests of CWB Maxium attach to the collateral transferred from the Mt. Cross Pharmacy to MTN RX, including the client files and prescriptions?
 - (b) Should the Appointment Order include MTN RX in the definition of “Debtor” in the Appointment Order?
- A. Do the Security interests of Maxium attach to the Maxium collateral transferred to MTN RX.**
27. CWB Maxium submits that its security interest extends to the assets transferred to MTN RX from the Mt. Cross Pharmacy pursuant to s. 48(2) of the PPSA.
28. Based on the information discovered by the Spergel, including the information provided by Angela and Kassim, both of whom work within the MTN RX pharmacy, it is clear that assets to which CWB Maxium’s security applies, have been transferred to MTN RX without CWB Maxium’s knowledge or consent. It appears that MTN RX’s business plan and/or objective was to assume the business of Mt. Cross.
29. In that regard, the Plaintiff relies upon s. 48(2) of the PPSA, which provides as follows:

Transfer of collateral

48(2) Where a security interest is perfected by registration and the debtor, **without the prior consent of the secured party** transfers the debtor’s interest in all or part of the collateral, the security interest in the collateral transferred becomes unperfected thirty days after the later of,

- (a) the transfer, if the secured party had prior knowledge of the transfer and if the secured party had, at the time of the transfer, the information required to register a financing change state; and

(b) the day the second secured party learns the information required to register a financing change statement,

unless the secured party registers a financing change statement or takes possession of the collateral within such thirty days.” (emphasis added)

30. As stated by the Ontario Court of Appeal in *Lisec America v Barber Suffolk*, the purpose of this provision is to protect creditors who have taken all proper steps to perfect their security under the PPSA from losing their priority because of an unknown transfer of the protected asset to another debtor. Since the PPSA regime protects priority by means of registration against the name of the debtor, the PPSA provides a secured party in such circumstances with a grace period after becoming aware of the transfer to preserve its priority by registering a financing change statement against the new debtor as well.

Reference: *Lisec America v Barber Suffolk*, 2012 ONCA 37 (“*Lisec*”) at para 22.

31. In that case, since the secured creditor registered its financing change statement within 30 days of learning the information required to do so, the effect of s. 48(2) is that its security interest in the secured asset (in that case, a waterjet) remained perfected and it was entitled to priority over any registrations made against the debtor, and covering the same collateral, during the period between the transfer and the registration of the creditor’s subsequent financing change statement.

Reference: *Lisec* at para 22.

32. Similarly, CWB Maxium registered a financing change statement on May 22, 2018 in which MTN RX was added as an additional debtor. This was done within the 30 days provided under s. 48(2).

Reference: Exhibit “B” to McLaren Affidavit – Financing Change Statement

33. Under the GSA, Mt. Cross granted a security interest to CWB Maxium in all of its “Assets and Undertakings”, which include all present and after acquired personal property and undertakings, such as Mt. Cross’ Inventory, Equipment, Investment Property and all intangible and intellectual property.

Reference: Exhibit “D” to Gilchrist Affidavit – GSA

34. Medical information, such as the client records, constitutes personal property. For instance, the Ontario Court of Appeal held in *In Re Axelrod* that a dentist’s patient records were personal property capable of being pledged as security in a financing agreement. As explained by Arbour J.A. (as she then was):

I see no difference between a dentist’s entitlement to sell his or her practice, and a dentist’s entitlement to pledge records. Both can be accomplished in a manner compatible with a dentist’s professional responsibilities, as long as the dentist acts with the utmost good faith and loyalty in protecting the patient’s confidence.

Reference: *In Re Axelrod* (1995), 1994 CanLII 3446 (ON CA), aff’ing (1994), 1994 CanLII 7220 (ON SC), 16 O.R. (3d) 649 (Gen. Div.)

35. This echoes the comments of Ground J. in the lower court decision in which he concluded that “there is, in my view, no doubt that a medical practitioner has an ownership or proprietary interest in patient files and records which is capable of being conveyed or charged.”

Reference: *In Re Axelrod* (1994) CanLII 7220 (ON SC)

36. The client records themselves consist of intangible information contained in tangible records. As CWB Maxium’s security interest includes, among other things, all intangible

and intellectual property of the debtor, it is respectfully submitted that the client records fall within the ambit of the GSA and the definition of “personal property” in s. 1(1) of the PPSA.

Reference: *Re Gauntlet Energy Corporation (Companies' Creditors Arrangement Act)*, 2003 ABQB 718 (CanLII)

PPSA, s. 1(1) – “personal property”

37. It is the position of CWB Maxium that any client files, intellectual property, intangibles (including goodwill) and other personal property of Mt. Cross transferred to MTN RX fall within its perfected security interest on the basis that:
 - (a) CWB Maxium had no notice of the transfer of the “personal property” of Mt. Cross to MTN RX; and
 - (b) CWB Maxium registered financing change statements within 30 days after discovering the purported transfer of collateral to MTN RX in accordance with the provisions of s. 48(2) of the PPSA.
38. MTX RX and the people behind the company have, in essence, sought to take over Mt. Cross’ business and, in so doing, have moved CWB Maxium’s collateral under its security to MTN RX for absolutely no consideration.
39. The Receiver’s review and analysis of the MTN’s patient list for the period of February 2018 to June 28, 2018 and comparison against Mt. Cross’ patient list revealed that:
 - (i) During this period, MTN RX had a total of 261 patients;

(ii) Of these 261 patients, 200 (or 77%) had been patients of Mt. Cross

Reference: First Report of the Receiver ("First Receiver Report" page 2, Para 3.

40. Kassim confirmed the accuracy of the Receiver's analysis and numbers.

Reference: Transcript Pages 44 & 45, Questions 258 to 269

41. Kassim also confirmed on his cross-examination that MTN RX has no business plan and has conducted no advertising in the form of newspaper advertisements or flyers. He alluded to some vague objective of contracting with retirement or nursing homes but admitted that six months into operations they have no homes as clients.

Reference: Transcript, Page 39, Questions 321 -232 and Page 43, Question 25

42. The evidence overwhelmingly indicates that the primary business activity of MTN RX is to take the patients of Mt. Cross.

B. Should the Appointment Order include MTN RX?

43. Under s. 243 of the BIA and s. 101 of the CJA, the test to be applied by the Court in exercising its discretion in determining whether to appoint a receiver is whether it is "just and convenient" to do so.

Reference: BIA, s. 243(1)
CJA, s. 101

Bank of Montreal v. Carnival National Leasing Ltd. (2011), 74 C.B.R. (5th) 300 (S.C.J. [C.L.]), at para. 23 [**Carnival**]

44. A creditor seeking the appointment of a receiver under section 101 of the CJA is not required to demonstrate to the Court that the appointment is necessary to preserve the debtor's property from some danger, such as the immediate dissipation of assets, or that there is a risk of irreparable harm if a receiver is not appointed.

Reference: *Carnival, supra*, at paras. 28-29.

45. It is the position of CWB Maxium that it is just and convenient that the receivership should include MTN RX as a “Debtor” under the Appointment Order, as MTN RX is a transferee from Mt. Cross of collateral over which CWB Maxium has perfected security interests under the terms of the General Security Agreements, including:

- (a) all intellectual property;
- (b) intangibles; and
- (c) all goodwill relating to those business names and relating to the locations;

46. There is also substantial evidence which supports the assertion that there is no legitimate, or even a commercially reasonably, rational for the existence and operation of the MTN RX Pharmacy and that its primary business activity in its first 5 months of existence has been to take the patients of Mt. Cross.

47. Kassim himself claims to be a 51% shareholder in MTN RX but admits he paid nothing for his shares and receives a salary of approximately \$2,000 per week

Reference: Transcript, Page 39, Questions 224-227

48. Kassim is the sole director and officer of MTN RX yet has almost no knowledge of the business or people involved that one would reasonably expect a principal business owner to have. Furthermore his story makes little sense. Kassim's evidence on his cross-examination revealed that:

(i) He could not recall the full name of a gentleman named Hianes who he has apparently known for one year and is the "angel" investor in MTN RX having a share of 49% and absorbing all of the overhead and losses of MTN RX.

Reference: Transcript, Pages 12 to 15, Questions 55 to 74

(ii) Hianes has paid the \$120,000 in renovation costs for MTN RX's premise, all of the medications purchased by MTN RX, the salaries of the employees, and the monthly rent. The monthly shortfall at MTN RX has been approximately \$25,000 since it began operations and will continue for another 3 to 4 months. This will put Hianes investment in the range of \$300K to \$350K assuming the losses stop. Yet, Kassim could not recall his name on his cross-examination.

Reference: Transcript, Pages 35 to 37, Questions 204 to 221

(iii) he could not recall the full name of MTN RX's internal accountant who has been with MTN RX since it started operations or whether this accountant he knows simply as "Casey" made \$500 per month or \$500 per week.

Reference: Transcript, Pages 20 to 21, Questions 102-107 and Page 24, Questions 127 & 128

(iv) he had no idea what the monthly salaries at MTN RX totaled;

Reference: Transcript, Page 24, Questions 125

- (v) he could not describe with any detail what Greg Kesmanis does at MTN RX as the “General Manager” to earn his \$750 per week;

Reference: Transcript, Pages 55 & 56, Questions 329 & 330

- (vi) he could not recall when MTN RX started paying rent for its premises to the landlord

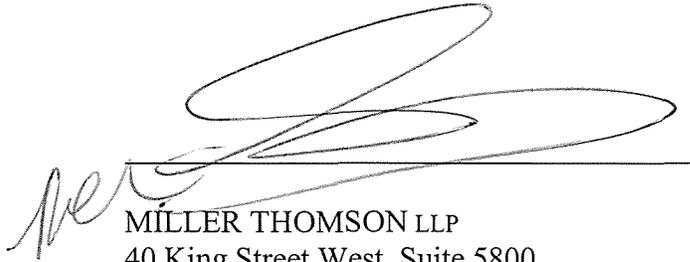
Reference: Transcript, Page 26, Question 145 and Page 27, Question 152

49. Kassim’s cross-examination evidence suggests that he is simply the front man for a pharmacy operation that is unlikely to ever be profitable. He literally has “no skin in the game” and is lacking the basic knowledge one would expect him to have in all of the circumstances.

PART IV - ORDER REQUESTED

50. CWB Maxium requests that the court appoint Spergel as Receiver as against the property, assets and undertaking of Mt. Cross and MTN RX pursuant to the proposed draft order included at Tab 4 of the Motion Record.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 31st day of July, 2018.

A handwritten signature in black ink, appearing to read 'Bobby H. Sachdeva', is written over a horizontal line. The signature is stylized and cursive.

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SCHEDULE "A"
LIST OF AUTHORITIES

1. *Bank of Montreal v. Carnival National Leasing Ltd.* (2011), 74 C.B.R. (5th) 300 (S.C.J. [C.L.])
2. *Lisec America v Barber Suffolk*, 2012 ONCA 37
3. *In Re Axelrod* (1995), 1994 CanLII 3446 (ON CA), 20 O.R. (3d) 133 (C.A.) aff'ing 16 O.R. (3d) 649 (Gen. Div.)
4. *In Re Axelrod* (1994) CanLII 7220 (ON SC)
5. *Re Gauntlet Energy Corporation (Companies' Creditors Arrangement Act)*, 2003 ABQB 718 (CanLII)

SCHEDULE "B"
RELEVANT STATUTES

1. *Personal Property Security Act*, R.S.O. 1990 c.P.10. as amended, Section 28

“Transactions in ordinary course of business

Buyers of goods

28. (1) A buyer of **goods** from a seller who sells the goods in the **ordinary course of business** takes them free from any security interest therein given by the seller even though it is perfected and the buyer knows of it, unless the buyer also knew that the sale constituted a breach of the security agreement.” (emphasis added)

2. *Personal Property Security Act*, R.S.O. 1990 c.P.10. as amended, Section 48(2)

“Transfer of collateral

48.(2) Where a security interest is perfected by registration and the debtor, **without the prior consent of the secured party** transfers the debtor’s interest in all or part of the collateral, the security interest in the collateral transferred becomes unperfected thirty days after the later of,

(a) the transfer, if the secured party had prior knowledge of the transfer and if the secured party had, at the time of the transfer, the information required to register a financing change state; and

(b) the day the second secured party learns the information required to register a financing change statement,

unless the secured party registers a financing change statement or takes possession of the collateral within such thirty days.” (emphasis added)

3. *Personal Property Security Act*, R.S.O. 1990 c.P.10. as amended, Section 1(1)

“Goods”

“goods” means **tangible personal property** other than chattel paper, documents of title, instruments, money and investment property, and includes fixtures, growing crops, the unborn young of animals, timber to be cut, and minerals and hydrocarbons to be extracted; (emphasis added)

4. *Personal Property Security Act*, R.S.O. 1990 c.P.10. as amended, Section 1(1)

“Intangible”

“intangible” **means all personal property**, including choses in action, **that is not goods**, chattel paper, documents of title, instruments, money or investment property; (emphasis added)

5. *Personal Property Security Act*, R.S.O. 1990 c.P.10. as amended, Section 1(1)

“Personal Property”

“personal property” means chattel paper, documents of title, **goods**, instruments, **intangibles**, money and investment property, and includes fixtures but does not include building materials that have been affixed to real property; (emphasis added)

6. s.101 *Court of Justice Act*, R.S.O. 1990, c.C.43

Interlocutory Orders

Injunctions and receivers

101 (1) In the Superior Court of Justice, an interlocutory injunction or mandatory order may be granted or a receiver or receiver and manager may be appointed by an interlocutory order, where it appears to a judge of the court to be just or convenient to do so. R.S.O. 1990, c. C.43, s. 101 (1); 1994, c. 12, s. 40; 1996, c. 25, s. 9 (17).

Terms

(2) An order under subsection (1) may include such terms as are considered just. R.S.O. 1990, c. C.43, s. 101 (2).

CWB MAXIUM FINANCIAL
SERVICES INC.
Plaintiff

and 1970636 ONTARIO LTD. o/a MT. CROSS
PHARMACY et al.
Defendants

Court File No.: CV-18-597922-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**PLAINTIFF'S REVISED FACTUM
(returnable August 3, 2018)**

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