

**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

SUPPLEMENTARY MOTION RECORD

January 29, 2021

MILLER THOMSON LLP

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SERVICE LIST

SERVICE LIST - Motion Specific

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TAB 1

ONTARIO
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AMENDED AND RESTATED NOTICE OF MOTION
(Re: Motion to Appoint Receiver)

The Applicants will make a motion for an Order seeking the relief set out herein to Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List), at a chambers appointment on February 3, 2021, at 2:00 p.m. or as soon after that time as the motion can be heard, by video conference due to the COVID-19 pandemic.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. Orders:

- (a) adding 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., Jubilee Property Investments Inc., S&J Property Investors Inc., St.

Mary Cooksville Pharma Inc. and Toronto Surrey Pharma Inc. (the “**Additional Respondents**”) as Respondents to these proceedings on a without prejudice basis and amending the Title of Proceedings accordingly;

(b) appointing msi Spergel inc. (“**Spergel**”) as receiver and manager of all of the property, assets and undertaking of the Additional Respondents (the “**Urgent Motion**”); and

2. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

3. The Applicants (the “**Lender**”) are senior secured creditors of each of the Additional Respondents. The Additional Respondents are in default of their obligations to the Lender. The Lender initially sought the appointment of a receiver over the Additional Respondents within this proceeding. At that time, the Lender agreed to adjourn the application for the appointment of a receiver against the Additional Respondents to give the parties time to negotiate one or more forbearance agreements.
4. After months of negotiation at significant expense to the Lender, in early January, 2021, the Lender entered into forbearance agreements with the Additional Respondents.
5. Following the execution of the forbearance agreements with the Additional Respondents, new, concerning, information came to the Lender’s attention and caused the Lender to lose faith and confidence in the Additional Respondents’ ability to perform their obligations in good faith and to protect and preserve the Lender’s collateral and interests without the oversight of a court officer.
6. The Additional Respondents 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. Certain Additional Respondents appear

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.

7. There has been a substantial betrayal of the Lender's trust on the part of the Additional Respondents.
8. The Additional Respondents have defaulted under the terms of each of their respective loan and security documents. Each of the Additional Respondents has contractually agreed to the Lender's right to appoint a receiver upon the occurrence of an event of default under the applicable security documents. Demands and Notices of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act* have been sent, and the 10-day waiting period has expired. In certain cases, the defaults committed by the Additional Respondents deem such respondents to consent to the appointment of a receiver.
9. For the reasons set out in the Hopkinson Affidavit (as defined below), the appointment of a receiver is just and convenient.
10. The *Bankruptcy and Insolvency Act*, R.S.C. 1986, c. B-3, including section 47(1);
11. *Courts of Justice Act*, R.S.O. 1990, c. C.43, including section 106;
12. The *Rules of Civil Procedure*, R.R.O 1990, Reg.194, as amended, including Rule 2.03, 26.01, and 37;
13. Such further and other grounds as counsel may advise and this Court may permit.

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

14. Affidavit of Edward Hopkinson sworn October 30, 2020.
15. Supplemental Affidavit of Edward Hopkinson sworn November 24, 2020.

16. Affidavit of Edward Hopkinson sworn January 25, 2021 (the “**Hopkinson Affidavit**”).
17. Supplemental Affidavit of Edward Hopkinson sworn January 29, 2021.
18. Draft Receivership Order;
19. Draft Order adding Additional Respondents; and
20. Such further and other evidence as counsel may advise and this Honourable Court may permit.

Date: January 29, 2021

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Lawyers for the Applicants

1951584 ONTARIO INC. et al.
Applicants

and

BLESS HUI PHARMA INC., et al.
Respondents

Court File No: CV-20-00650853-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

**AMENDED AND RESTATED NOTICE OF
MOTION**

MILLER THOMSON LLP

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Lawyers for the Applicants

TAB 2

File No. CV-20-00650853-00CL

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SUPPLEMENTARY 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 in my affidavit sworn January 25, 2021 (the “**Second Hopkinson Affidavit**”, and collectively with the First Hopkinson Affidavit, the “**Hopkinson**

Affidavits”) and are not repeated here except as necessary. This affidavit supplements the Second Hopkins Affidavit.

3. Unless otherwise stated, capitalized terms used in this affidavit are defined in the First Hopkins Affidavit.

Interpretation

4. In this affidavit, the term “**Forbearance Entities**” means, collectively the following twelve (12) entities which are the subject of this application for the appointment of a receiver: 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., SJ East Pharma Inc., S&J Property Investors Inc., St. Mary Cooksville Pharma Inc., Toronto Surrey Pharma Inc., and 4231 Sheppard Avenue East Inc.

5. In this affidavit, the term “**Debtors**” means, collectively, the Forbearance Entities and Maple Medi Pharma Inc., River Hill Pharmacy Ltd., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Westway Holdings Inc. and Olde Walkerville Holdings Inc. All of the entities cited referenced above other than the Forbearance Entities (excluding JM Westview Pharma Inc. and SJ East Pharma Inc.) are in receivership.

6. As set out below, each of the Forbearance Entities has committed serious defaults under the Loan and Security Documents and the Forbearance Agreements (as defined below). Some of these defaults include serious misrepresentations and bad faith by the Forbearance Entities that have compromised the trust and confidence that underlies a commercial lending relationship.

Forbearance Agreements

7. In supplement to the Loan and Security Documents, the Lender entered into two forbearance agreements with the Forbearance Entities:

- (a) On January 4, 2021, with 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., Toronto Surrey

Pharma Inc., JM Westview Pharma Inc., and SJ East Pharma Inc. (the “**January 4 Forbearance Agreement**”).

- (b) On January 7, 2021, with Abu Seifein Brimley Pharma Inc. and St. Mary Cooksville Pharma Inc. on January 7, 2021 (the “**January 7 Forbearance Agreement**”, and together with the January 4 Forbearance Agreement, the “**Forbearance Agreements**”).

John Gerges: The Directing Mind of the Forbearance Entities

8. Each of the Debtors forms part of an interrelated web of companies that either own and operate a pharmacy, or own the real property on which a pharmacy is or was located. The Debtors are profusely cross-collateralized. Several of the Debtors share the same guarantors, and several of the Debtors guarantee the obligations of one another. None of the Debtors, nor their principals or guarantors operate at arm’s length. An illustration of the connection between each of the Debtors and the individuals behind them is attached as **Exhibit “A”**.

9. John Gerges is materially connected to every single Forbearance Entity, either in his capacity as director, officer, controlling shareholder, and/or guarantor of the respective obligations of the applicable entity.

10. The other guarantors, officers, directors of the Forbearance Entities are:

- (a) John Gerges’s father, Gamal Gerges;
- (b) John Gerges’s wife, Sandra Youssef;
- (c) John Gerges’s sister, Selvia Gerges;
- (d) Sally Gerges, another member of John Gerges’s family and;
- (e) Diep Nguyen, a non-arms’ length individual who confirmed that John Gerges has the authority to bind entities of which he is a director.¹

11. John Gerges even personally guarantees significant loans for entities in which it appears, on paper, that he has no control or financial interest. For instance, he guarantees the obligations of Abu Seifein Brimley Pharma Inc., but appears to be neither a director, officer nor shareholder of that entity.

12. Other than Toronto Surrey Pharma Inc., all of the entities in which Diep Nguyen is an officer, director or shareholder are in receivership.

13. I believe that John Gerges is the directing mind behind, or exerts substantial control or influence over, the operations and business of each of the Debtors.

Defaults Prior to Forbearance Agreements

14. Prior to entering into the Forbearance Agreements, the Lender sent the following default letters (the “**March 3 Default Letters**”) to the Forbearance Entities declaring the occurrence of events of default under the applicable Loan and Security Documents:

- (a) Default Letter dated March 3, 2020 to JG Windsor Inc., John Gerges and Bless JG Pharma;
- (b) Default Letter dated March 3, 2020 to Jimmy’s Group Investors Inc., John Gerges, Gamal F. Gerges, Selvia Gerges, Bless Jimmy’s Pharma Inc. and Bless Pharma Inc.;
- (c) Default Letter dated March 3, 2020 to JM Westview Pharma Inc. and John Gerges;
- (d) Default Letter dated March 3, 2020 to Jubilee Property Investments Inc., John Gerges, Sally G. Gerges, Selvia Gerges, Bless Pharma Inc. and Resident Medical Group Inc.;
- (e) Default Letter dated March 3, 2020 to S&J Property Investors Inc., John Gerges, Gamal F. Gerges and Bless Pharma Inc.;
- (f) Default Letter dated March 3, 2020 to 4231 Sheppard Avenue East Inc., John Gerges, Resident Medical Group Inc.;
- (g) Default Letter dated March 3, 2020 to Bless Jimmy’s Pharma Inc., John Gerges, Gamal F. Gerges, Selvia Gerges, Jimmy’s Group Investors Inc., Bless Pharma Inc.; and

- (h) Default Letter dated March 3, 2020 to Bless Pharma Inc., John Gerges, Gamal F. Gerges, Toronto Apothecary Pharma Inc. and S&J Property Investors Inc.

15. The defaults declared by the Lender in the March 3 Default Letter are described in detail in the First Hopkinson Affidavit and include failing to make payments when due² (these payment defaults have since been cured), failing to maintain or provide proof of adequate insurance³, the criminal charges against John Gerges for, among other things, opioid trafficking, and disciplinary proceedings by the Ontario College of Pharmacists against John Gerges⁴. A copy of each of the March 3 Default Letters is attached as **Exhibit “B”**.

16. Prior to entering into the Forbearance Agreements, on December 29, 2021, the Lender sent further default letters to the following Forbearance Entities declaring further events of default (the “**December 29 Default Letters**”):

- (a) Default Letter dated December 29, 2020 to 4231 Sheppard Avenue East Inc. and John Gerges;
- (b) Default Letter dated December 29, 2020 to Bless Jimmy’s Pharma Inc. and John Gerges;
- (c) Default Letter dated December 29, 2020 to Bless Pharma Inc. and John Gerges;
- (d) Default Letter dated December 29, 2020 to Jimmy’s Group Investors Inc. and John Gerges;
- (e) Default Letter dated December 29, 2020 to S&J Property Investors Inc. and John Gerges;
- (f) Default Letter dated December 29, 2020 to JM Westview Pharma Inc. and John Gerges;
- (g) Default Letter dated December 29, 2020 to SJ East Pharma Inc. and John Gerges;
- (h) Default Letter dated December 29, 2020 to Jubilee Property Investments Inc. and John Gerges;
- (i) Default Letter dated December 29, 2020 to Abu Seifein Brimley Pharma Inc. and John Gerges;

² Paras 51-55 of the First Hopkinson Affidavit.

³ Paras 46-50 of the First Hopkinson Affidavit.

⁴ Paras 18-22 and 57-58 of the First Hopkinson Affidavit.

- (j) Default Letter dated December 29, 2020 to St. Mary Cooksville Pharma Inc. and John Gerges.

17. A copy of each of the December 29 Default Letters is attached as **Exhibit “C”**

Defaults After Entering into Forbearance Agreements

18. On January 21, 2021, after entering into the Forbearance Agreements, the Lender sent a letter to the Forbearance Entities party to the January 4 Forbearance Agreement:

- (a) declaring Bless Jimmy Pharma Inc. and Bless Pharma Inc. in default of Section 17(c) of the January 4 Forbearance Agreement for failing to provide valid insurance as required under the forbearance agreement.
- (b) declaring JM Westview Pharma Inc. and SJ East Pharma Inc. in default of Section 17(b) of the January 4 Forbearance Agreement after being advised that these entities ceased operations.
- (c) notifying JG Windsor Inc., 4231 Sheppard Avenue East Inc. and Jimmy’s Group Investors Inc. that an Event of Default under the January 4 Forbearance Agreement will occur on January 26, 2021 unless such Forbearance Entities delivered to the Lender proof of valid insurance, as required by the Forbearance Agreement. Evidence of valid insurance for Jimmy’s Group Investors Inc. was provided, but JG Windsor Inc. and 4231 Sheppard Avenue East Inc. failed to provide the required evidence of valid insurance in default of Section 17(c) of the January 4 Forbearance Agreement.

19. On that same date, in accordance with the January 7 Forbearance Agreement, and after multiple written requests, the Lender sent a Notice of Impending Default to Abu Seifein Brimley Pharma Inc. and St. Mary Cooksville Pharma Inc. (the “**January 21 Notice**”) requiring such Forbearance Entities to provide proof of valid insurance certificates as required by the January 7 Forbearance Agreement. In accordance with Section 17(g) of the January 7 Forbearance Agreement, the Lender advised in the January 21 Notice that an Event of Default would occur on January 26, 2021 if Abu Seifein Brimley Pharma Inc. and St. Mary Cooksville Pharma Inc. failed to provide the Lender with satisfactory evidence of valid insurance certificates that

comply with Section 4(d) of the January 7 Forbearance Agreement. A copy of the January 21 Notice is attached as **Exhibit “D”**.

20. Abu Seifein Brimley Pharma Inc. failed to provide the required insurance certificate on or before January 26, 2021. On January 27, 2021, the Lender’s counsel was sent by email an insurance binder (the **“Insurance Binder”**). From a review of the Insurance Binder, it appears that the effective date of the policy was January 26, 2021. A copy of the Insurance Binder is attached as **Exhibit “E”**.

21. St. Mary Cooksville Pharma Inc. failed to provide evidence of valid insurance certificates on or before the required date, in default of Section 4(d) of the January 7 Forbearance Agreement. This entity has ceased operations and is deemed to consent to the appointment of a receiver under the January 7 Forbearance Agreement.

New Information and Consultant’s Report

22. Paragraphs 16-26 of the Second Hopkinson Affidavit and the Report of the Proposed Receiver dated January 25, 2021 describe the new, and concerning, information that came to the Lender’s attention. In summary:

- (a) Certain of the Forbearance Entities have ceased operations, in some cases prior to entering into forbearance arrangements with the Lender predicated on their remaining open;
- (b) A critical drug supplier has advised the Lender’s consultant, msi Spergel Inc. (**“Spergel”**) that one of the Forbearance Entities has failed to pay amounts owing to the drug supplier – creating an obligation that may impair the Lender’s security;
- (c) Spergel has obtained evidence that the assets and inventory of certain of the Forbearance Entities appears to have been transferred to new pharmacy locations opened across the street under different corporate entities owned by non-arm’s length parties who are known to the Lender (the **“New Pharmacy Locations”**), against which the Lender does not currently have a security interest.

Defaults in light of New Information

23. On January 24, 2021, in light of the Consultant's investigation revealing the new information, the Lender sent letters declaring all of the Forbearance Entities in default of the Forbearance Agreements (the "**January 24 Default Letters**"). The January 24 Default Letters are attached as Exhibit H to the Second Hopkinson Affidavit.

Relevant Provisions Under the Forbearance Agreements

24. Each of the Forbearance Agreements provide that upon the occurrence of certain enumerated Events of Default, the defaulting Forbearance Entity shall be deemed to have consented to the appointment of a receiver (the "**Deemed Consent Provision**").⁵

25. The Events of Default which trigger the Deemed Consent Provision under the January 4 Forbearance Agreement include:

- (a) if a Forbearance Entity fails to perform or comply with any applicable covenants, obligations or terms of the Forbearance Agreements;⁶
- (b) if a Forbearance Entity ceases to carry on its business;⁷
- (c) if any Forbearance Entity 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 prior written consent of the Lenders;⁸

26. The Events of Default which trigger the Deemed Consent Provision under the January 7 Forbearance Agreement, among others, include:

- (a) if a Forbearance Entity defaults under the terms of the applicable Loan and Security Document and such default is not cured within the applicable cure period (if any);⁹

⁵ Section 20 of the January 4 Forbearance Agreement, and Section 11 of the January 7 Forbearance Agreement.

⁶ Section 17(c) of the January 4 Forbearance Agreement.

⁷ Section 17(e) of the January 4 Forbearance Agreement.

⁸ Section 17(i) of the January 4 Forbearance Agreement.

⁹ Section 8(b) of the January 7 Forbearance Agreement.

- (b) if a Forbearance Entity fails to perform or comply with any of the applicable covenants, obligations or terms of this Agreement;¹⁰
- (c) if a Forbearance Entity ceases to carry on business; and¹¹
- (d) if any Forbearance Entity sells, transfers, leases, loans, farms-out or otherwise disposes of its property, assets or undertaking outside of the ordinary course of business without the prior written consent of the Lender;¹²

27. It is also an Event of Default under each of the Forbearance Agreements where a Forbearance Entity fails to perform or comply with any of their respective covenants, obligations or terms contained in the Loan and Security Documents or in any other agreement made between them and anyone else, including the Lender.¹³

Default and Termination Under the January 7 Forbearance Agreement

28. St. Mary Cooksville Pharma Inc., Abu Seifein Brimley Pharma Inc. and JM Westview Pharma Inc. are parties to the January 7 Forbearance Agreement. All of these Forbearance Entities are in default of its terms.

29. JM Westview Pharma Inc. is already in receivership.

St. Mary Cooksville Pharma Inc.

30. St. Mary Cooksville Pharma Inc. ceased operations in default of Section 8(e) of the January 7 Forbearance Agreement. Pursuant to section 11 of the January 7 Forbearance Agreement, St. Mary Cooksville Pharma is deemed to consent to the appointment of a receiver.

Abu Seifein Brimley Pharma

31. Sandra Youssef is an officer and director of Abu Seifein Brimley Pharma Inc. and St. Mary Cooksville Pharma Inc.

¹⁰ Section 8(c) of the January 7 Forbearance Agreement.

¹¹ Section 8(e) of the January 7 Forbearance Agreement.

¹² Section 8(h) of the January 7 Forbearance Agreement.

¹³ Section 17(d) of the January 4 Forbearance Agreement and Section 8(b) of the January 7 Forbearance Agreement.

32. Sandra Youssef mislead the Lender. She, along with her husband, John Gerges, negotiated the January 7 Forbearance Agreement with full knowledge that St. Mary Cooksville Pharma Inc. was not operating the entire time the parties were negotiating.

33. Without the Lender's consent, Sandra Youssef moved the inventory of St. Mary Cooksville into Abu Seifein Brimley Pharma Inc. in breach of the applicable Loan and Security Documents.¹⁴ Sandra Youssef's actions destroyed the business operations and goodwill of St. Mary Cooksville Pharma Inc., impairing the Lender's collateral.

34. The Lender has lost confidence that Sandra Youssef will not mislead or misrepresent to the Lender again. The Lender believes in good faith that the inventory and goodwill of Abu Seifein Brimley Pharma Inc. is in jeopardy in light of Sandra Youssef and John Gerges' actions.

35. It is an event of default under the General Security Agreement signed by Abu Seifein Brimley Pharma Inc., and by Sandra Youssef, if "any other event occurs which causes [the Lender] to deem [itself] insecure, or to believe that the Collateral, or any part thereof, is or is about to be placed in jeopardy."¹⁵

Defaults and Termination Under the January 4 Forbearance Agreement

36. John Gerges is a guarantor for the following entities, among others: 4231 Sheppard Avenue East 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., River Hill Pharmacy Ltd., S&J Property Investors Inc., Toronto Apothecary Pharma Inc., Toronto Surrey Pharma Inc., Westway Holdings Inc., Stoney Creek Pharma Inc., and Abu Seifein Brimley Pharma Inc.

37. All of the entities referenced above other than the Forbearance Entities (excluding JM Westview Pharma Inc. and SJ East Pharma Inc.) are in receivership, namely: Bless Hui Pharma Inc., Maple Medi Pharma Inc., River Hill Pharmacy Ltd., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Westway Holdings Inc., Olde

¹⁴ Section 14(c) of the General Security Agreement dated October 31, 2018 signed by St. Mary Cooksville Pharma Inc. in favour of the Lender.

¹⁵ Section 15(m) of the General Security Agreement dated October 31, 2018 signed by St. Mary Cooksville Pharma Inc. in favour of the Lender.

Walkerville Holdings Inc., JM Westview, and SJ East Pharma Inc. (the “**Receivership Entities**”).

38. Copies of the guarantee agreements signed by John Gerges in respect of the applicable Receivership Entities (the “**Guarantees**”) are attached as **Exhibit “F”**.

39. Each of the Receivership Entities is in default under the applicable Loan and Security Documents because they are in receivership.

40. Under the Guarantees, John Gerges guaranteed payment to the Lender, on demand, of all Obligations of the applicable debtor. John Gerges’s obligations under the Guarantees are as principal debtor. The Lender has demanded payment from John Gerges, in his capacity as guarantor, in respect of certain of the Receivership Entities. These demands remain unsatisfied. Copies of the Demand Letters sent to John Gerges in his capacity as guarantor of the Receivership Entities are attached as **Exhibit “G”**.

41. Accordingly, John Gerges is in default of at least 10 guarantees and 10 general security agreements executed in favour of the Lender. It is an Event of Default under all of the Debtors’ Loan and Security Documents if any guarantor is in default under any other loan, debt or obligation owed to anyone else, including the Lender. A breach under the Loan and Security Documents is an Event of Default under the Forbearance Agreements.¹⁶

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.

42. The obligations of each of the above referenced Forbearance Entities is guaranteed by John Gerges.

43. John Gerges’s conduct, actions and flagrant defaults of nearly every Loan and Security Document he has signed in favour of the Lender, as described herein and in the Hopkinson Affidavits, constitute an Event of Default under section 15(b) of the General Security Agreements between the Lender and each applicable Forbearance Entity and under Section 17(d) of the January 4 Forbearance Agreement.

¹⁶ Section 17(d) of the January 4 Forbearance Agreement and Section 8(b) of the January 7 Forbearance Agreement.

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 29th day of January, 2021

DocuSigned by:

Asim Iqbal

6F096F5E3BC8405

A Commissioner for taking Affidavits (or as may be)

DocuSigned by:

Ted Hopkinson

1F437A73DB884D4...

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.

TAB A

This is **Exhibit “A”** referred to in the Supplementary Affidavit of TED (EDWARD) HOPKINSON and SWORN BEFORE ME via video-conference with the deponent in the City of Bryn Mawr, in the State of Pennsylvania, United States of America, and the Commissioner in the City of Toronto, Ontario this 29th day of January, 2021

DocuSigned by:

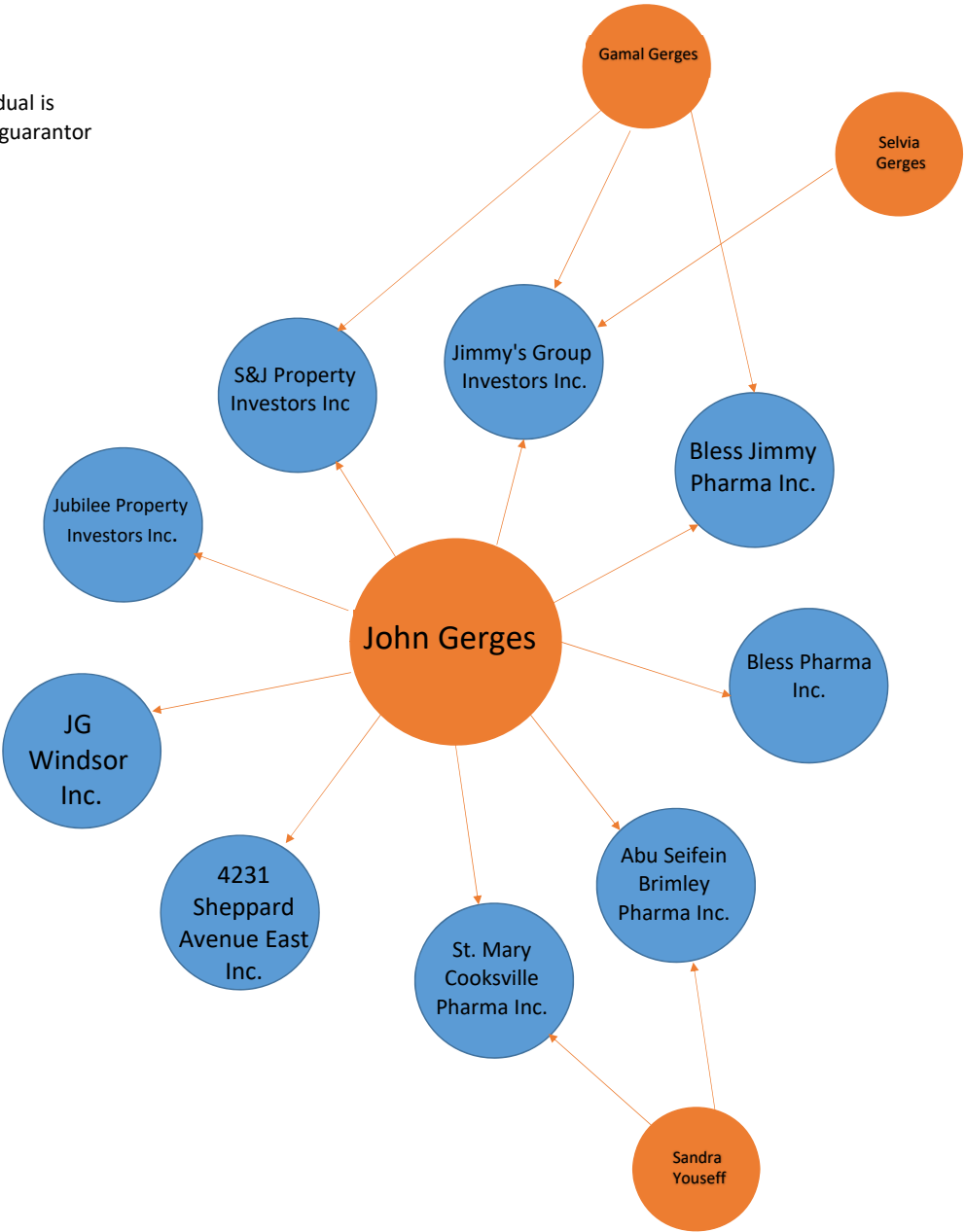
Asim Iqbal

6F056F5F3BC8405...

A Commissioner for Taking Affidavits

Forbearance Entity Connections

Each line arrow represents that the individual is either an officer, director, shareholder or guarantor of the entity referenced



TAB B

This is **Exhibit “B”** referred to in the Supplementary Affidavit of TED (EDWARD) HOPKINSON and SWORN BEFORE ME via video-conference with the deponent in the City of Bryn Mawr, in the State of Pennsylvania, United States of America, and the Commissioner in the City of Toronto, Ontario
this 29th day of January, 2021

DocuSigned by:

Asim Iqbal

6F056F5F3BC8405...

A Commissioner for Taking Affidavits



MILLER THOMSON

AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
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P.O. BOX 1011
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F 416.595.8695

MILLERTHOMSON.COM

March 3, 2020

Private and Confidential

Delivered via Courier

4231 Sheppard Avenue East Inc.
4231 Sheppard Avenue E., Unit C1
Scarborough, ON M1S 5H5

Attention: John Gerges

-and-

Copy to the Guarantors listed in Schedule "A"
attached hereto.

Dear Sirs/Mesdames

Re: Promissory Note issued by 4231 Sheppard Avenue East Inc. (the "Borrower") to CWB Maxium Financial Inc. guaranteed by each of John Gerges ("JG"), and Resident Medical Group Inc. ("Resident Medical", and together with JG, the "Guarantors" and each a "Guarantor")

Please be advised that we are counsel for CWB Maxium Financial Inc. (the "**Lender**").

The Lender advanced the sum of \$260,450.00 CAD (the "**Loan**") to the Borrower pursuant to the terms of a promissory note dated October 21, 2019 executed by the Borrower (the "**Promissory Note**").

As security for repayment of the Promissory Note and all indebtedness due to the Lender in connection therewith, each of the Borrower and the Guarantors executed, delivered and/or granted to the Lender certain security documentation, including, but not limited to, the following:

with respect to the Borrower:

- (a) a general security agreement dated October 21, 2019 granted by the Borrower in favour of the Lender (the "**Borrower GSA**");

with respect to Resident Medical:

- (b) a general security agreement dated November 5, 2017 granted by Resident Medical in favour of the Lender (the "**Resident Medical GSA 1**");
- (c) a general security agreement dated October 21, 2019 granted by Resident Medical in favour of the Lender (the "**Resident Medical GSA 2**");

- (d) a guarantee dated October 21, 2019 granted by Resident Medical in favour of the Lender;

with respect to JG:

- (e) a general security agreement dated March 11, 2016 granted by JG in favour of the Lender (the "**JG GSA 1**");
 - (f) a general security agreement dated March 11, 2016 granted by JG in favour of the Lender (the "**JG GSA 2**");
 - (g) a general security agreement dated August 18, 2016 granted by JG in favour of the Lender (the "**JG GSA 3**");
 - (h) a general security agreement dated November 5, 2017 granted by JG in favour of the Lender (the "**JG GSA 4**");
 - (i) a general security agreement dated May 25, 2018 granted by JG in favour of the Lender (the "**JG GSA 5**");
 - (j) a general security agreement dated October 21, 2019 granted by JG in favour of the Lender (the "**JG GSA 6**");
 - (k) a general security agreement dated August 2, 2018 granted by JG in favour of the Lender (the "**JG GSA 7**");
 - (l) a general security agreement dated December 23, 2019 granted by JG in favour of the Lender (the "**JG GSA 8**"); and
 - (m) a guarantee dated October 21, 2019 granted by JG in favour of the Lender.
- (collectively, the "**Security**").

The JG GSA 1, the JG GSA 2 and the JG GSA 3 are collectively referred to as "**Group 1 GSAs**" and each a "**Group 1 GSA**". The Borrower GSA, the Resident Medical GSA 1, the Resident Medical GSA 2, the JG GSA 4, the JG GSA 5, the JG GSA 6, the JG GSA 7 and the JG GSA 8 are collectively referred to as "**Group 2 GSAs**" and each a "**Group 2 GSA**". The Group 1 GSAs and the Group 2 GSAs, are collectively referred to as, the "**GSAs**" and each a "**GSA**".

It has come to our client's attention that JG, a 100% shareholder of the Borrower and a Guarantor, has been: (i) charged in connection with opioid trafficking (the "**Charges**"); and (ii) disciplined by the Ontario College of Pharmacists for a number of professional misconduct concerns including, but not limited to, dispensing an incorrect number of tablets to a patient, failing to maintain accurate records, failing to maintain the standards of the profession, and engaged in conduct considered unprofessional and dishonourable (the "**Professional Misconduct**"). Among other things, the foregoing matters have been reported on the website of the Ontario College of Pharmacists and in numerous news sources including, but not limited to, the following news articles:



- (a) *Windsor, Ont. pharmacist with record of misconduct among 6 charged in Toronto opioid trafficking ring*, published by the Canadian Broadcasting Corporation on January 23, 2020;
- (b) *Pharmacist charged in opioid trafficking ring has Tilbury and Windsor ties*, published by the Windsor Star on January 23, 2020;
- (c) *6 charged in opioid trafficking right, including 2 pharmacists*, published by Toronto City News on January 22, 2020; and
- (d) *Two pharmacists among six accused in opioid trafficking ring*, published by the Toronto Sun on January 22, 2020.

The Charges and the Professional Misconduct place the recovery of all indebtedness owed by the Borrower to the Lender in jeopardy, impair the value of the Security and have a material adverse effect on the business of the Borrower and JG. Accordingly, the Charges and the Professional Misconduct constitute a breach of subsections 3(e) of the Promissory Note, subsections 13(f) and 15(l) of each Group 1 GSA, subsections 13(f) and 15(m) of each Group 2 GSA (quoted in full below) and events of default have arisen as a result.

Section 3(e) of the Promissory Note specifically requires the Borrower to repay all indebtedness owing by the Borrower to the Lender pursuant to or in connection with the Promissory Note in the event that a circumstance occurs which has or can have a material adverse effect on the Borrower's financial condition, business, assets, properties or prospects.

Section 3(e) of the Promissory Note is reproduced below for your reference:

3. Acceleration

In the event that **...(e) any circumstances changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospect, or (f)....**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 lessor 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.

(emphasis added)

Additionally, Section 13(f) of each GSA provides that the debtor under such GSA agrees to carry on, and maintain good standing, the business carried out by such debtor.



Section 13(f) of each GSA is reproduced below for your reference:

13. Positive Covenants

You agree to:

....

- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof.

Section 15(l) of each Group 1 GSA provides that the debtor under such Group 1 GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(l) of each Group 1 GSA is reproduced below for your reference:

15. Default

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

...

- (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.

Lastly, Section 15(m) of each Group 2 GSA provides that the debtor under such Group 2 GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(m) of each Group 2 GSA is reproduced below for your reference:

15. Default

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

...

- (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.

You are hereby given formal notice of the foregoing defaults.

The Lender does not waive compliance with the obligations provided for in the Promissory Note, the GSAs and the Security. Please be advised that the Lender reserves all rights and remedies under the Promissory Note, the Security and such other agreements and security provided in favour of the Lender in connection with the Loan provided for in the Promissory



- 5 -

Note – including the Lender's right to demand payment of the loans advanced to the Borrower pursuant to the Promissory Note at any time in the future.

Yours truly,

MILLER THOMSON LLP

A handwritten signature in black ink, appearing to read "Jeffrey C. Carhart", written over the printed name.

Jeffrey C. Carhart.

cc. Ted Hopkinson



SCHEDULE "A"**GUARANTORS ADDRESSES**

GUARANTORS AND ADDRESSES FOR SERVICE			
To:	RESIDENT MEDICAL GROUP INC.	To:	JOHN GERGES
	14774 Woodbine Avenue Gormley, ON L0H 1G0		676 Sheppard Ave Toronto, ON M2K 3E7
			676 Sheppard Avenue East, Suite 703, Toronto, ON M2K 3E7
			2086 Lawrence Ave. W #1&2 Toronto, ON M9N 3Z9
			14744 Woodbine Ave Gormley, ON L0H 1G0
			14774 Woodbine Ave Gormley, ON L0H 1G0
			14474 Woodbine Avenue Gormley, ON L0H 1G0
			1715 Victoria Park Ave Scarborough, ON M1R 1R7
			15 Mill Street East Tilbury, ON N0P 2L0



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CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 3, 2020

Private and Confidential

Delivered via Courier

Bless Jimmy's Pharma Inc.
721 Gerrard Street E.
Toronto, ON M4M 1Y5

Jeffrey C. Carhart
Direct Line: 416.595.8615
Direct Fax: 416.595.8695
jcarhart@millerthomson.com

File: 0249851.0001

-and-

Bless Jimmy's Pharma Inc.
255 Broadview Ave
Toronto, ON M4M 2G6

Attention: John Gerges

-and-

Copy to the Guarantors listed in Schedule "A"
attached hereto.

Dear Sirs/Mesdames

Re: Promissory Note issued by Bless Jimmy's Pharma Inc. (the "Borrower") to Maxium Financial Services Inc., guaranteed by each of John Gerges ("JG"), Gamal F. Gerges ("GG"), Selvia Gerges ("SG"), Jimmy's Group Investors Inc. ("Jimmy's Group"), and Bless Pharma Inc. ("Bless Pharma", and collectively with JG, GG, SG and Jimmy's Group, the "Guarantors" and each a "Guarantor")

Please be advised that we are counsel for Maxium Financial Services Inc. (the "**Lender**").

The Lender advanced the sum of \$750,450.00 (the "**Loan**") to the Borrower pursuant to the terms of a promissory note dated March 15, 2015 executed by the Borrower (the "**Promissory Note**").

As security for repayment of the Promissory Note and all indebtedness due to the Lender in connection therewith, each of the Borrower and the Guarantors executed, delivered and/or granted to the Lender certain security documentation, including, but not limited to, the following:

with respect to the Borrower:

- (a) a general security agreement dated March 15, 2015 granted by the Borrower in favour of the Lender (the "**Borrower GSA 1**");

- (b) a general security agreement dated March 15, 2015 granted by the Borrower in favour of the Lender (the "**Borrower GSA 2**");

with respect to GG:

- (c) a general security agreement dated March 15, 2015 granted by GG in favour of the Lender (the "**GG GSA**");
- (d) a guarantee dated March 15, 2015 granted by GG in favour of the Lender;

with respect to SG:

- (e) a general security agreement dated March 15, 2015 granted by SG in favour of the Lender (the "**SG GSA**");
- (f) a guarantee dated March 15, 2015 granted by SG in favour of the Lender;

with respect to Jimmy's Group:

- (g) a general security agreement dated March 15, 2015 granted by Jimmy's Group in favour of the Lender (the "**Jimmy's Group GSA 1**");
- (h) a general security agreement dated March 15, 2015 granted by Jimmy's Group in favour of the Lender (the "**Jimmy's Group GSA 2**");
- (i) a guarantee dated March 15, 2015 granted by Jimmy's Group in favour of the Lender;

with respect to Bless Pharma:

- (j) a general security agreement dated March 15, 2015 granted by Bless Pharma in favour of the Lender (the "**Bless Pharma GSA**");
- (k) a guarantee dated March 15, 2015 granted by Bless Pharma in favour of the Lender;

with respect to JG:

- (l) a general security agreement dated March 15, 2015 granted by JG in favour of the Lender (the "**JG GSA**", and collectively, with the Borrower GSA, the Jimmy's Group GSA 1, the Jimmy's Group GSA 2, the Bless Pharma GSA, the GG GSA and the SG GSA, the "**GSAs**" and each a "**GSA**"); and
- (m) a guarantee dated March 15, 2015 granted by JG in favour of the Lender.
(collectively, the "**Security**").

It has come to our client's attention that JG, a 51% shareholder of the Borrower and a Guarantor, has been: (i) charged in connection with opioid trafficking (the "**Charges**"); and (ii) disciplined by the Ontario College of Pharmacists for a number of professional misconduct concerns including, but not limited to, dispensing an incorrect number of tablets



to a patient, failing to maintain accurate records, failing to maintain the standards of the profession, and engaged in conduct considered unprofessional and dishonourable (the "Professional Misconduct"). Among other things, the foregoing matters have been reported on the website of the Ontario College of Pharmacists and in numerous news sources including, but not limited to, the following news articles:

- (a) *Windsor, Ont. pharmacist with record of misconduct among 6 charged in Toronto opioid trafficking ring*, published by the Canadian Broadcasting Corporation on January 23, 2020;
- (b) *Pharmacist charged in opioid trafficking ring has Tilbury and Windsor ties*, published by the Windsor Star on January 23, 2020;
- (c) *6 charged in opioid trafficking ring, including 2 pharmacists*, published by Toronto City News on January 22, 2020; and
- (d) *Two pharmacists among six accused in opioid trafficking ring*, published by the Toronto Sun on January 22, 2020.

The Charges and the Professional Misconduct place the recovery of all indebtedness owed by the Borrower to the Lender in jeopardy, impair the value of the Security and have a material adverse effect on the business of the Borrower and JG. Accordingly, the Charges and the Professional Misconduct constitute a breach of subsections 3(e) of the Promissory Note and subsections 13(f) and 15(l) of each GSA (quoted in full below) and events of default have arisen as a result.

Section 3(e) of the Promissory Note specifically requires the Borrower to repay all indebtedness owing by the Borrower to the Lender pursuant to or in connection with the Promissory Note in the event that a circumstance occurs which has or can have a material adverse effect on the Borrower's financial condition, business, assets, properties or prospects.

Section 3(e) of the Promissory Note is reproduced below for your reference:

3. Acceleration

In the event that **...(e) any circumstances changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospect**, or (f)....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 lessor 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.



(emphasis added)

Additionally, Section 13(f) of each GSA provides that the debtor under such GSA agrees to carry on, and maintain good standing, the business carried out by such debtor.

Section 13(f) of each GSA is reproduced below for your reference:

13. Positive Covenants

You agree to:

....

- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof.

Section 15(l) of each GSA provides that the debtor under such GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(l) of each GSA is reproduced below for your reference:

15. Default

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

...


- (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.

You are hereby given formal notice of the foregoing defaults.

The Lender does not waive compliance with the obligations provided for in the Promissory Note, the GSAs and the Security. Please be advised that the Lender reserves all rights and remedies under the Promissory Note, the Security and such other agreements and security provided in favour of the Lender in connection with the Loan provided for in the Promissory Note – including the Lender's right to demand payment of the loans advanced to the Borrower pursuant to the Promissory Note at any time in the future.

Yours truly,

MILLER THOMSON LLP


Jeffrey C. Carhart.

cc. Ted Hopkinson



SCHEDULE "A"**GUARANTORS ADDRESSES**

GUARANTORS AND ADDRESSES FOR SERVICE			
To:	JIMMY'S GROUP INVESTORS INC. 255 Broadview Avenue Toronto, ON M4M 2G6	To:	JOHN GERGES 676 Sheppard Ave Toronto, ON M2K 3E7 676 Sheppard Avenue East, Suite 703, Toronto, ON M2K 3E7 2086 Lawrence Ave. W #1&2 Toronto, ON M9N 3Z9 14744 Woodbine Ave Gormley, ON L0H 1G0 14774 Woodbine Ave Gormley, ON L0H 1G0 14474 Woodbine Avenue Gormley, ON L0H 1G0 1715 Victoria Park Ave Scarborough, ON M1R 1R7 15 Mill Street East Tilbury, ON N0P 2L0
To:	GAMAL F. GERGES 14744 Woodbine Avenue Gormley, ON L0H 1G0 14774 Woodbine Ave. Gormley ON L0H 1G0	To:	SELVIA GERGES 14744 Woodbine Avenue Gormley, ON L0H 1G0 14774 Woodbine Ave. Gormley ON L0H 1G0
To:	BLESS PHARMA INC. 721 Gerrard Street East Toronto, ON M4M 1Y5		



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F 416.595.8695

MILLERTHOMSON.COM

March 3, 2020

Private and Confidential
Delivered via Courier

Bless Pharma Inc.
721 Gerrard Street E.
Toronto, ON M4M 1Y5

Attention: John Gerges

-and-

Copy to the Guarantors listed in Schedule "A"
attached hereto.

Jeffrey C. Carhart
Direct Line: 416.595.8615
Direct Fax: 416.595.8695
jcarhart@millerthomson.com

File: 0249851.0001

Dear Sirs/Mesdames

Re: Promissory Note issued by Bless Pharma Inc. (the "Borrower") to 1951584 Ontario Inc. (formerly Desante Financial Services Inc.), guaranteed by each of John Gerges ("JG"), Gamal F. Gerges ("GG"), Toronto Apothecary Pharma Inc. ("Toronto Apothecary"), and S&J Property Investors Inc. ("S&J", and collectively with JG, GG and Toronto Apothecary, the "Guarantors" and each a "Guarantor")

Please be advised that we are counsel for 1951584 Ontario Inc. (formerly Desante Financial Services Inc.) (the "**Lender**").

The Lender advanced the sum of \$518,331.96 CAD (the "**Loan**") to the Borrower pursuant to the terms of a promissory note dated June 3, 2019 executed by the Borrower (the "**Promissory Note**").

As security for repayment of the Promissory Note and all indebtedness due to the Lender in connection therewith, each of the Borrower and the Guarantors executed, delivered and/or granted to the Lender certain security documentation, including, but not limited to, the following:

with respect to the Borrower:

- (a) a general security agreement dated June 3, 2019 granted by the Borrower in favour of the Lender (the "**Borrower GSA 1**");
- (b) a general security agreement dated June 3, 2019 granted by the Borrower in favour of the Lender (the "**Borrower GSA 2**");

with respect to GG:

- (c) a general security agreement dated June 3, 2019 granted by GG in favour of the Lender (the "**GG GSA 1**");
- (d) a general security agreement dated June 3, 2019 granted by GG in favour of the Lender (the "**GG GSA 2**");
- (e) a guarantee dated June 3, 2019 granted by GG in favour of the Lender;

with respect to S&J:

- (f) a general security agreement dated June 3, 2019 granted by S&J in favour of the Lender (the "**S&J GSA 1**");
- (g) a general security agreement dated June 3, 2019 granted by S&J in favour of the Lender (the "**S&J GSA 2**");
- (h) a guarantee dated June 3, 2019 granted by S&J in favour of the Lender;

with respect to JG:

- (i) a general security agreement dated June 3, 2019 granted by JG in favour of the Lender (the "**JG GSA 1**");
- (j) a general security agreement dated June 3, 2019 granted by JG in favour of the Lender (the "**JG GSA 2**", and collectively, with the JG GSA 1, the Borrower GSA 1, the Borrower GSA 2, the GG GSA 1, the GG GSA 2, the S&J GSA 1 and the S&J GSA 2, the "**GSAs**" and each a "**GSA**");
- (k) a guarantee dated June 3, 2019 granted by JG in favour of the Lender; and

with respect to Toronto Apothecary:

- (l) a guarantee dated March 11, 2016 granted by Toronto Apothecary in favour of the Lender.

(collectively, the "**Security**").

It has come to our client's attention that JG, a 51% shareholder of the Borrower and a Guarantor, has been: (i) charged in connection with opioid trafficking (the "**Charges**"); and (ii) disciplined by the Ontario College of Pharmacists for a number of professional misconduct concerns including, but not limited to, dispensing an incorrect number of tablets to a patient, failing to maintain accurate records, failing to maintain the standards of the profession, and engaged in conduct considered unprofessional and dishonourable (the "**Professional Misconduct**"). Among other things, the foregoing matters have been reported on the website of the Ontario College of Pharmacists and in numerous news sources including, but not limited to, the following news articles:

- (a) *Windsor, Ont. pharmacist with record of misconduct among 6 charged in Toronto opioid trafficking ring*, published by the Canadian Broadcasting Corporation on January 23, 2020;



- (b) *Pharmacist charged in opioid trafficking ring has Tilbury and Windsor ties*, published by the Windsor Star on January 23, 2020;
- (c) *6 charged in opioid trafficking ring, including 2 pharmacists*, published by Toronto City News on January 22, 2020; and
- (d) *Two pharmacists among six accused in opioid trafficking ring*, published by the Toronto Sun on January 22, 2020.

The Charges and the Professional Misconduct place the recovery of all indebtedness owed by the Borrower to the Lender in jeopardy, impair the value of the Security and have a material adverse effect on the business of the Borrower and JG. Accordingly, the Charges and the Professional Misconduct constitute a breach of subsections 3(e) of the Promissory Note and subsections 13(f) and 15(m) of each GSA (quoted in full below) and events of default have arisen as a result.

Section 3(e) of the Promissory Note specifically requires the Borrower to repay all indebtedness owing by the Borrower to the Lender pursuant to or in connection with the Promissory Note in the event that a circumstance occurs which has or can have a material adverse effect on the Borrower's financial condition, business, assets, properties or prospects.

Section 3(e) of the Promissory Note is reproduced below for your reference:

3. Acceleration

In the event that **...(e) any circumstances changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospect, or (f)....**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.

(emphasis added)

Additionally, Section 13(f) of each GSA provides that the debtor under such GSA agrees to carry on, and maintain good standing, the business carried out by such debtor.

Section 13(f) of each GSA is reproduced below for your reference:

13. Positive Covenants



You agree to:

....

- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof.

Section 15(m) of each GSA provides that the debtor under such GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(m) of each GSA is reproduced below for your reference:

15. Default

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

...

- (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.

You are hereby given formal notice of the foregoing defaults.

The Lender does not waive compliance with the obligations provided for in the Promissory Note, the GSAs and the Security. Please be advised that the Lender reserves all rights and remedies under the Promissory Note, the Security and such other agreements and security provided in favour of the Lender in connection with the Loan provided for in the Promissory Note – including the Lender's right to demand payment of the loans advanced to the Borrower pursuant to the Promissory Note at any time in the future.

Yours truly,

MILLER THOMSON LLP



Jeffrey C. Carhart.

cc. Ted Hopkinson



SCHEDULE "A"**GUARANTORS ADDRESSES**

GUARANTORS AND ADDRESSES FOR SERVICE			
To:	S&J PROPERTY INVESTORS INC. 721 Gerrard Street E. Toronto, ON M4M 1Y5	To:	JOHN GERGES 676 Sheppard Ave Toronto, ON M2K 3E7 676 Sheppard Avenue East, Suite 703, Toronto, ON M2K 3E7 2086 Lawrence Ave. W #1&2 Toronto, ON M9N 3Z9 14744 Woodbine Ave Gormley, ON L0H 1G0 14774 Woodbine Ave Gormley, ON L0H 1G0 14474 Woodbine Avenue Gormley, ON L0H 1G0 1715 Victoria Park Ave Scarborough, ON M1R 1R7 15 Mill Street East Tilbury, ON N0P 2L0
To:	GAMAL F. GERGES 14744 Woodbine Avenue Gormley, ON L0H 1G0 14774 Woodbine Ave. Gormley, ON L0H 1G0	To:	TORONTO APOTHECARY PHARMA INC. 842 Markham Road Scarborough, ON M1H 2Y2



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 3, 2020

Private and Confidential

Delivered via Courier

JG Windsor Inc.
2780 Totten Street
Windsor, ON N9B 0A9

-and-

JG Windsor Inc.
14744 Woodbine Avenue
Gormley, ON L0H 1G0

Attention: John Gerges

-and-

Copy to the Guarantors listed in Schedule "A"
attached hereto.

Dear Sirs/Mesdames

Re: Promissory Note issued by JG Windsor Inc. (the "Borrower") to Element Financial Corporation, guaranteed by each of John Gerges ("JG"), and Bless JG Pharma Inc. ("Bless JG", and together with JG, the "Guarantors" and each a "Guarantor")

Please be advised that we are counsel for Element Financial Corporation (the "**Lender**").

The Lender advanced the sum of \$410,847.50 CAD (the "**Loan**") to the Borrower pursuant to the terms of a promissory note dated May 27, 2015 executed by the Borrower (the "**Promissory Note**").

As security for repayment of the Promissory Note and all indebtedness due to the Lender in connection therewith, each of the Borrower and the Guarantors executed, delivered and/or granted to the Lender certain security documentation, including, but not limited to, the following:

with respect to the Borrower:

- (a) a general security agreement dated May 27, 2015 granted by the Borrower in favour of the Lender (the "**Borrower GSA**");

with respect to Bless JG:

Jeffrey C. Carhart
Direct Line: 416.595.8615
Direct Fax: 416.595.8695
jcarhart@millerthomson.com

File: 0249851.0001

- (b) a guarantee dated May 26, 2015 granted by Bless JG in favour of the Lender;

with respect to JG:

- (c) a general security agreement dated August 26, 2015 granted by JG in favour of the Lender (the "**JG GSA**" and together, with the Borrower GSA, the "**GSAs**" and each a "**GSA**"); and
 - (d) a guarantee dated May 26, 2015 granted by JG in favour of the Lender.
- (collectively, the "**Security**").

It has come to our client's attention that JG, a 100% shareholder of the Borrower and a Guarantor, has been: (i) charged in connection with opioid trafficking (the "**Charges**"); and (ii) disciplined by the Ontario College of Pharmacists for a number of professional misconduct concerns including, but not limited to, dispensing an incorrect number of tablets to a patient, failing to maintain accurate records, failing to maintain the standards of the profession, and engaged in conduct considered unprofessional and dishonourable (the "**Professional Misconduct**"). Among other things, the foregoing matters have been reported on the website of the Ontario College of Pharmacists and in numerous news sources including, but not limited to, the following news articles:

- (a) *Windsor, Ont. pharmacist with record of miscount among 6 charged in Toronto opioid trafficking ring*, published by the Canadian Broadcasting Corporation on January 23, 2020;
- (b) *Pharmacist charged in opioid trafficking ring has Tilbury and Windsor ties*, published by the Windsor Star on January 23, 2020;
- (c) *6 charged in opioid trafficking ring, including 2 pharmacists*, published by Toronto City News on January 22, 2020; and
- (d) *Two pharmacists among six accused in opioid trafficking ring*, published by the Toronto Sun on January 22, 2020.

The Charges and the Professional Misconduct place the recovery of all indebtedness owed by the Borrower to the Lender in jeopardy, impair the value of the Security and have a material adverse effect on the business of the Borrower and JG. Accordingly, the Charges and Professional Misconduct constitute a breach of paragraph 3 of the Promissory Note and subsections 3.02(b) and 6.01(k) of each GSA (quoted in full below) and events of default have arisen as a result.

Paragraph 3 of the Promissory Note specifically requires the Borrower to repay all indebtedness owing by the Borrower to the Lender pursuant to or in connection with the Promissory Note if any event of default occurs under any security agreement executed by the Borrower in favour of the Lender securing the obligations of the Borrower to Lender under, among other things, the Promissory Note.

Paragraph 3 of the Promissory Note is reproduced below for your reference:



If the Borrower fails to pay any amount when due under the terms of this Note or any other event of default occurs under any security agreement executed by the Borrower in favour of the Lender (the "Agreement") securing the obligations of the Borrower to the Lender under, among other things this Note (each, a "Default"), the Lender may, in addition to any right or remedy set out in any security (including the Agreement), declare all amounts then due under this Note and all unpaid and future payments under this Note to be immediately due and payable, without any additional notice or demand of any kind, and in such event the Borrower shall forthwith pay to the Lender all such amounts then due under this Note and, as a genuine pre-estimate of liquidated damages for the loss of bargain and not as a penalty, the present value of all unpaid and future payments discounted from their respective due dates at a discount rate equal to three percent (3%) per annum.

(emphasis added)

- Additionally, Section 3.02(b) of each GSA provides that the debtor under such GSA agrees to carry on, and maintain good standing, the business carried out by such debtor.

Section 3.02(b) of each GSA is reproduced below for your reference:

3.02 Covenants

The Debtor covenants with ELEMENT that:

....

3.02(b) it shall maintain, use and operate the Collateral and carry on and conduct its business in a lawful and business-like manner.

Lastly, Section 6.01(k) of each GSA provides that the debtor under such GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 6.01(k) of each GSA are reproduced below for your reference:

6.01 Events of Default

The Debtor shall be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

...

6.01(k) ELEMENT believes in good faith that the payment of the Obligations or the performance or observance of any covenant herein is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached by anyone pursuant to any legal process or otherwise.



- 4 -

You are hereby given formal notice of the foregoing defaults.

The Lender does not waive compliance with the obligations provided for in the Promissory Note, the GSAs and the Security. Please be advised that the Lender reserves all rights and remedies under the Promissory Note, the Security and such other agreements and security provided in favour of the Lender in connection with the Loans provided for in the Promissory Note – including the Lender's right to demand payment of the Loans advanced to the Borrower pursuant to the Promissory Note at any time in the future.

Yours truly,

MILLER THOMSON LLP



Jeffrey C. Carhart.

cc. Ted Hopkinson



SCHEDULE "A"**GUARANTORS ADDRESSES**

GUARANTORS AND ADDRESSES FOR SERVICE	
To: JOHN GERGES	BLESS JG PHARMA INC.
676 Sheppard Ave Toronto, ON M2K 3E7	14744 Woodbine Avenue Gormley, ON L0H 1G0
676 Sheppard Avenue East, Suite 703, Toronto, ON M2K 3E7	
2086 Lawrence Ave. W #1&2 Toronto, ON M9N 3Z9	
14744 Woodbine Ave Gormley, ON L0H 1G0	
14774 Woodbine Ave Gormley, ON L0H 1G0	
14474 Woodbine Avenue Gormley, ON L0H 1G0	
1715 Victoria Park Ave Scarborough, ON M1R 1R7	
15 Mill Street East Tilbury, ON N0P 2L0	



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F 416.595.8695

MILLERTHOMSON.COM

March 3, 2020

Private and Confidential
Delivered via Courier

Jeffrey C. Carhart
Direct Line: 416.595.8615
Direct Fax: 416.595.8695
jcarhart@millerthomson.com

File: 0249851.0001

Jimmy's Group Investors Inc.
255 Broadview Ave
Toronto, ON M4M 2G6

Attention: Gamal F. Gerges

-and-

Copy to the Guarantors listed in Schedule "A"
attached hereto.

Dear Sirs/Mesdames

Re: Promissory Note issued by Jimmy's Group Investors Inc. (the "Borrower") to Maxium Financial Services Inc., guaranteed by each of John Gerges ("JG"), Gamal F. Gerges ("GG"), Selvia Gerges ("SG"), Bless Jimmy's Pharma Inc. ("Bless Jimmy"), and Bless Pharma Inc. ("Bless Pharma", and collectively with JG, GG, SG and Bless Jimmy, the "Guarantors" and each a "Guarantor")

Please be advised that we are counsel for Maxium Financial Services Inc. (the "**Lender**").

The Lender advanced the sum of \$475,450.00 CAD (the "**Loan**") to the Borrower pursuant to the terms of a promissory note dated March 15, 2015 executed by the Borrower (the "**Promissory Note**").

As security for repayment of the Promissory Note and all indebtedness due to the Lender in connection therewith, each of the Borrower and the Guarantors executed, delivered and/or granted to the Lender certain security documentation, including, but not limited to, the following:

with respect to the Borrower:

- (a) a general security agreement dated March 15, 2015 granted by the Borrower in favour of the Lender (the "**Borrower GSA 1**");
- (b) a general security agreement dated March 15, 2015 granted by the Borrower in favour of the Lender (the "**Borrower GSA 2**");

with respect to GG:

- (c) a general security agreement dated March 15, 2015 granted by GG in favour of the Lender (the "**GG GSA**");

(d) a guarantee dated March 15, 2015 granted by GG in favour of the Lender;

with respect to SG:

(e) a general security agreement dated March 15, 2015 granted by SG in favour of the Lender (the "**SG GSA**");

(f) a guarantee dated March 15, 2015 granted by SG in favour of the Lender;

with respect to Bless Jimmy:

(g) a general security agreement dated March 15, 2015 granted by Bless Jimmy in favour of the Lender (the "**Bless Jimmy GSA**");

(h) a guarantee dated March 15, 2015 granted by Bless Jimmy in favour of the Lender;

with respect to Bless Pharma:

(i) a general security agreement dated March 15, 2015 granted by Bless Pharma in favour of the Lender (the "**Bless Pharma GSA**");

(j) a guarantee dated March 15, 2015 granted by Bless Pharma in favour of the Lender;

with respect to JG:

(k) a general security agreement dated March 15, 2015 granted by JG in favour of the Lender (the "**JG GSA**", and collectively, with the Borrower GSA 1, the Borrower GSA 2, the Bless Jimmy GSA, the Bless Pharma GSA, the GG GSA and the SG GSA, the "**GSAs**" and each a "**GSA**"); and

(l) a guarantee dated March 15, 2015 granted by JG in favour of the Lender.

(collectively, the "**Security**").

It has come to our client's attention that JG, a 51% shareholder of the Borrower and a Guarantor, has been: (i) charged in connection with opioid trafficking (the "**Charges**"); and (ii) disciplined by the Ontario College of Pharmacists for a number of professional misconduct concerns including, but not limited to, dispensing an incorrect number of tablets to a patient, failing to maintain accurate records, failing to maintain the standards of the profession, and engaged in conduct considered unprofessional and dishonourable (the "**Professional Misconduct**"). Among other things, the foregoing matters have been reported on the website of the Ontario College of Pharmacists and in numerous news sources including, but not limited to, the following news articles:

(a) *Windsor, Ont. pharmacist with record of misconduct among 6 charged in Toronto opioid trafficking ring*, published by the Canadian Broadcasting Corporation on January 23, 2020;



- (b) *Pharmacist charged in opioid trafficking ring has Tilbury and Windsor ties*, published by the Windsor Star on January 23, 2020;
- (c) *6 charged in opioid trafficking ring, including 2 pharmacists*, published by Toronto City News on January 22, 2020; and
- (d) *Two pharmacists among six accused in opioid trafficking ring*, published by the Toronto Sun on January 22, 2020.

The Charges and the Professional Misconduct place the recovery of all indebtedness owed by the Borrower to the Lender in jeopardy, impair the value of the Security and have a material adverse effect on the business of the Borrower and JG. Accordingly, the Charges and the Professional Misconduct constitute a breach of subsections 3(e) of the Promissory Note and subsections 13(f) and 15(l) of each GSA (quoted in full below) and events of default have arisen as a result.

Section 3(e) of the Promissory Note specifically requires the Borrower to repay all indebtedness owing by the Borrower to the Lender pursuant to or in connection with the Promissory Note in the event that a circumstance occurs which has or can have a material adverse effect on the Borrower's financial condition, business, assets, properties or prospects.

Section 3(e) of the Promissory Note is reproduced below for your reference:

3. Acceleration

In the event that **...(e) any circumstances changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospect, or (f)....**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.

(emphasis added)

Additionally, Section 13(f) of each GSA provides that the debtor under such GSA agrees to carry on, and maintain good standing, the business carried out by such debtor.

Section 13(f) of each GSA is reproduced below for your reference:

13. Positive Covenants



You agree to:

....

- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof.

Section 15(l) of each GSA provides that the debtor under such GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(l) of each GSA is reproduced below for your reference:

15. Default

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

...


- (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.

You are hereby given formal notice of the foregoing defaults.

The Lender does not waive compliance with the obligations provided for in the Promissory Note, the GSAs and the Security. Please be advised that the Lender reserves all rights and remedies under the Promissory Note, the Security and such other agreements and security provided in favour of the Lender in connection with the Loan provided for in the Promissory Note – including the Lender's right to demand payment of the loans advanced to the Borrower pursuant to the Promissory Note at any time in the future.

Yours truly,

MILLER THOMSON LLP


Jeffrey C. Carhart.

cc. Ted Hopkinson



SCHEDULE "A"**GUARANTORS ADDRESSES**

GUARANTORS AND ADDRESSES FOR SERVICE			
To:	BLESS JIMMY'S PHARMA INC. 721 Gerrard St. E Toronto, ON M4M 1Y5 255 Broadview Avenue Toronto, ON M4M 2G6	To:	JOHN GERGES 676 Sheppard Ave Toronto, ON M2K 3E7 676 Sheppard Avenue East, Suite 703, Toronto, ON M2K 3E7 2086 Lawrence Ave. W #1&2 Toronto, ON M9N 3Z9 14744 Woodbine Ave Gormley, ON L0H 1G0 14774 Woodbine Ave Gormley, ON L0H 1G0 14474 Woodbine Avenue Gormley, ON L0H 1G0 1715 Victoria Park Ave Scarborough, ON M1R 1R7 15 Mill Street East Tilbury, ON N0P 2L0
To:	GAMAL F. GERGES 14744 Woodbine Avenue Gormley, ON L0H 1G0 14774 Woodbine Ave. Gormley ON L0H 1G0	To:	SELVIA GERGES 14744 Woodbine Avenue Gormley, ON L0H 1G0 14774 Woodbine Ave. Gormley ON L0H 1G0
To:	BLESS PHARMA INC. 721 Gerrard Street East, Toronto, ON M4M 1Y5		



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March 3, 2020

Private and Confidential
Delivered via Courier

JM Westview Pharma Inc.
15 Mill Street E.
Tilbury, ON
N0P 2L0

Jeffrey C. Carhart
Direct Line: 416.595.8615
Direct Fax: 416.595.8695
jcarhart@millerthomson.com

File: 0249851.0001

-and-

JM Westview Pharma Inc.
136 Hailsham Court
Woodbridge, ON
L4H 3P1

Attention: John Gerges

-and-

Copy to the Guarantors listed in Schedule "A"
attached hereto.

Dear Sirs/Mesdames

**Re: Promissory Note issued by JM Westview Pharma Inc. (the "Borrower") to
CWB Maxium Financial Inc., guaranteed by John Gerges ("JG" or the
"Guarantor")**

Please be advised that we are counsel for CWB Maxium Financial Inc. (the "**Lender**").

The Lender advanced the sum of \$762,022.01 (the "**Loan**") to the Borrower pursuant to the terms of a promissory note dated August 2, 2018 executed by the Borrower (the "**Promissory Note**").

As security for repayment of the Promissory Note and all indebtedness due to the Lender in connection therewith, each of the Borrower and the Guarantor executed, delivered and/or granted to the Lender certain security documentation, including, but not limited to, the following:

with respect to the Borrower:

- (a) a general security agreement dated August 2, 2018 granted by the Borrower in favour of the Lender (the "**Borrower GSA**");

with respect to JG:

- (b) a general security agreement dated March 11, 2016 granted by JG in favour of the Lender (the "**JG GSA 1**");
- (c) a general security agreement dated March 11, 2016 granted by JG in favour of the Lender (the "**JG GSA 2**");
- (d) a general security agreement dated August 18, 2016 granted by JG in favour of the Lender (the "**JG GSA 3**");
- (e) a general security agreement dated November 5, 2017 granted by JG in favour of the Lender (the "**JG GSA 4**");
- (f) a general security agreement dated May 25, 2018 granted by JG in favour of the Lender (the "**JG GSA 5**");
- (g) a general security agreement dated October 21, 2019 granted by JG in favour of the Lender (the "**JG GSA 6**");
- (h) a general security agreement dated August 2, 2018 granted by JG in favour of the Lender (the "**JG GSA 7**");
- (i) a general security agreement dated December 23, 2019 granted by JG in favour of the Lender (the "**JG GSA 8**"); and
- (j) a guarantee dated August 2, 2018 granted by JG in favour of the Lender.

(collectively, the "**Security**").

The JG GSA 1, the JG GSA 2, and the JG GSA 3 are collectively referred to as "**Group 1 GSAs**" and each a "**Group 1 GSA**". The Borrower GSA, the JG GSA 4, the JG GSA 5, the JG GSA 6, the JG GSA 7 and the JG GSA 8 are collectively referred to as "**Group 2 GSAs**" and each a "**Group 2 GSA**". The Group 1 GSAs and the Group 2 GSAs, are collectively referred to as, the "**GSAs**" and each a "**GSA**".

It has come to our client's attention that JG, a 100% shareholder of the Borrower and a Guarantor, has been: (i) charged in connection with opioid trafficking (the "**Charges**"); and (ii) disciplined by the Ontario College of Pharmacists for a number of professional misconduct concerns including, but not limited to, dispensing an incorrect number of tablets to a patient, failing to maintain accurate records, failing to maintain the standards of the profession, and engaged in conduct considered unprofessional and dishonourable (the "**Professional Misconduct**"). Among other things, the foregoing matters have been reported on the website of the Ontario College of Pharmacists and in numerous news sources including, but not limited to, the following news articles:

- (a) *Windsor, Ont. pharmacist with record of misconduct among 6 charged in Toronto opioid trafficking ring*, published by the Canadian Broadcasting Corporation on January 23, 2020;
- (b) *Pharmacist charged in opioid trafficking ring has Tilbury and Windsor ties*, published by the Windsor Star on January 23, 2020;



- (c) *6 charged in opioid trafficking ring, including 2 pharmacists*, published by Toronto City News on January 22, 2020; and
- (d) *Two pharmacists among six accused in opioid trafficking ring*, published by the Toronto Sun on January 22, 2020.

The Charges and the Professional Misconduct place the recovery of all indebtedness owed by the Borrower to the Lender in jeopardy, impair the value of the Security and have a material adverse effect on the business of the Borrower and JG. Accordingly, the Charges and the Professional Misconduct constitute a breach of subsections 3(e) of the Promissory Note, subsections 13(f) and 15(l) of each Group 1 GSA, subsections 13(f) and 15(m) of each Group 2 GSA (quoted in full below) and events of default have arisen as a result.

Section 3(e) of the Promissory Note specifically requires the Borrower to repay all indebtedness owing by the Borrower to the Lender pursuant to or in connection with the Promissory Note in the event that a circumstance occurs which has or can have a material adverse effect on the Borrower's financial condition, business, assets, properties or prospects.

Section 3(e) of the Promissory Note is reproduced below for your reference:

3. Acceleration

In the event that **...(e) any circumstances changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospect**, or (f)....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 lessor 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.

(emphasis added)

Additionally, Section 13(f) of each GSA provides that the debtor under such GSA agrees to carry on, and maintain good standing, the business carried out by such debtor.

Section 13(f) of each GSA is reproduced below for your reference:

13. Positive Covenants

You agree to:

....



- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof.

Section 15(l) of each Group 1 GSA provides that the debtor under such Group 1 GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(l) of each Group 1 GSA is reproduced below for your reference:

15. Default

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

...

- (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.

Lastly, Section 15(m) of each Group 2 GSA provides that the debtor under such Group 2 GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(m) of each Group 2 GSA is reproduced below for your reference:

15. Default

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

...

- (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.

You are hereby given formal notice of the foregoing defaults.

The Lender does not waive compliance with the obligations provided for in the Promissory Note, the GSAs and the Security. Please be advised that the Lender reserves all rights and remedies under the Promissory Note, the Security and such other agreements and security provided in favour of the Lender in connection with the Loan provided for in the Promissory Note – including the Lender's right to demand payment of the loans advanced to the Borrower pursuant to the Promissory Note at any time in the future.



- 5 -

Yours truly,

MILLER THOMSON LLP

A handwritten signature in black ink, appearing to read "J. Carhart", written over the printed name.

Jeffrey C. Carhart.

cc. Ted Hopkinson



SCHEDULE "A"**GUARANTOR ADDRESSES**

GUARANTOR AND ADDRESSES FOR SERVICE		
To:	JOHN GERGES	
	676 Sheppard Ave Toronto, ON M2K 3E7	
	676 Sheppard Avenue East, Suite 703, Toronto, ON M2K 3E7	
	2086 Lawrence Ave. W #1&2 Toronto, ON M9N 3Z9	
	14744 Woodbine Ave Gormley, ON L0H 1G0	
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F 416.595.8695

MILLERTHOMSON.COM

March 3, 2020

Private and Confidential

Delivered via Courier

Jubilee Property Investments Inc.
11-280 West Beaver Creek
Richmond Hill, ON
L4B 3B1

-and-

Jubilee Property Investments Inc.
14774 Woodbine Ave
Gormley, ON
L0H 1G0

Attention: John Gerges

-and-

Copy to the Guarantors listed in Schedule "A"
attached hereto.

Dear Sirs/Mesdames

Re: Promissory Note issued by Jubilee Property Investments Inc. (the "Borrower") to CWB Maxium Financial Inc. guaranteed by each of John Gerges ("JG"), Sally G. Gerges ("SGG"), Selvia Gerges ("SG"), Bless Pharma Inc. ("Bless Pharma"), and Resident Medical Group Inc. ("Resident Medical", and collectively with Bless Pharma, JG, SGG and SG, the "Guarantors" and each a "Guarantor")

Please be advised that we are counsel for CWB Maxium Financial Inc. (the "**Lender**").

The Lender advanced the sum of \$300,450.00 CAD (the "**Loan**") to the Borrower pursuant to the terms of a promissory note dated November 5, 2017 executed by the Borrower (the "**Promissory Note**").

As security for repayment of the Promissory Note and all indebtedness due to the Lender in connection therewith, each of the Borrower and the Guarantors executed, delivered and/or granted to the Lender certain security documentation, including, but not limited to, the following:

with respect to the Borrower:

- (a) a general security agreement dated November 5, 2017 granted by the Borrower in favour of the Lender (the "**Borrower GSA**");

with respect to Resident Medical:

- (b) a general security agreement dated November 5, 2017 granted by Resident Medical in favour of the Lender (the "**Resident Medical GSA 1**");
- (c) a general security agreement dated October 21, 2019 granted by Resident Medical in favour of the Lender (the "**Resident Medical GSA 2**");
- (d) a guarantee dated November 5, 2017 granted by Resident Medical in favour of the Lender;

with respect to Bless Pharma:

- (e) a general security agreement dated March 11, 2016 granted by Bless Pharma in favour of the Lender (the "**Bless Pharma GSA**");
- (f) a guarantee dated July 27, 2019 granted by Bless Pharma in favour of the Lender;

with respect to SGG:

- (g) a general security agreement dated November 5, 2017 granted by SGG in favour of the Lender (the "**SGG GSA**");
- (h) a guarantee dated November 5, 2017 granted by SGG in favour of the Lender;

with respect to SG:

- (i) a general security agreement dated November 5, 2017 granted by SG in favour of the Lender (the "**SG GSA**");
- (j) a guarantee dated November 5, 2017 granted by SG in favour of the Lender;

with respect to JG:

- (k) a general security agreement dated March 11, 2016 granted by JG in favour of the Lender (the "**JG GSA 1**");
- (l) a general security agreement dated March 11, 2016 granted by JG in favour of the Lender (the "**JG GSA 2**");
- (m) a general security agreement dated August 18, 2016 granted by JG in favour of the Lender (the "**JG GSA 3**");
- (n) a general security agreement dated November 5, 2017 granted by JG in favour of the Lender (the "**JG GSA 4**");
- (o) a general security agreement dated May 25, 2018 granted by JG in favour of the Lender (the "**JG GSA 5**");



- (p) a general security agreement dated October 21, 2019 granted by JG in favour of the Lender (the "**JG GSA 6**");
 - (q) a general security agreement dated August 2, 2018 granted by JG in favour of the Lender (the "**JG GSA 7**");
 - (r) a general security agreement dated December 23, 2019 granted by JG in favour of the Lender (the "**JG GSA 8**"); and
 - (s) a guarantee dated November 5, 2017 granted by JG in favour of the Lender.
- (collectively, the "**Security**").

The Bless Pharma GSA, the JG GSA 1, the JG GSA 2 and the JG GSA 3 are collectively referred to as "**Group 1 GSAs**" and each a "**Group 1 GSA**". The Borrower GSA, the Resident Medical GSA 1, the Resident Medical GSA 2, the SGG GSA, the SG GSA, the JG GSA 4, the JG GSA 5, the JG GSA 6, the JG GSA 7 and the JG GSA 8 are collectively referred to as "**Group 2 GSAs**" and each a "**Group 2 GSA**". The Group 1 GSAs and the Group 2 GSAs, are collectively referred to as, the "**GSAs**" and each a "**GSA**".

It has come to our client's attention that JG, a 100% shareholder of the Borrower and a Guarantor, has been: (i) charged in connection with opioid trafficking (the "**Charges**"); and (ii) disciplined by the Ontario College of Pharmacists for a number of professional misconduct concerns including, but not limited to, dispensing an incorrect number of tablets to a patient, failing to maintain accurate records, failing to maintain the standards of the profession, and engaged in conduct considered unprofessional and dishonourable (the "**Professional Misconduct**"). Among other things, the foregoing matters have been reported on the website of the Ontario College of Pharmacists and in numerous news sources including, but not limited to, the following news articles:

- (a) *Windsor, Ont. pharmacist with record of misconduct among 6 charged in Toronto opioid trafficking ring*, published by the Canadian Broadcasting Corporation on January 23, 2020;
- (b) *Pharmacist charged in opioid trafficking ring has Tilbury and Windsor ties*, published by the Windsor Star on January 23, 2020;
- (c) *6 charged in opioid trafficking ring, including 2 pharmacists*, published by Toronto City News on January 22, 2020; and
- (d) *Two pharmacists among six accused in opioid trafficking ring*, published by the Toronto Sun on January 22, 2020.

The Charges and the Professional Misconduct place the recovery of all indebtedness owed by the Borrower to the Lender in jeopardy, impair the value of the Security and have a material adverse effect on the business of the Borrower and JG. Accordingly, the Charges and the Professional Misconduct constitute a breach of subsections 3(e) of the Promissory Note, subsections 13(f) and 15(l) of each Group 1 GSA, subsections 13(f) and 15(m) of each Group 2 GSA (quoted in full below) and events of default have arisen as a result.



Section 3(e) of the Promissory Note specifically requires the Borrower to repay all indebtedness owing by the Borrower to the Lender pursuant to or in connection with the Promissory Note in the event that a circumstance occurs which has or can have a material adverse effect on the Borrower's financial condition, business, assets, properties or prospects.

Section 3(e) of the Promissory Note is reproduced below for your reference:

3. Acceleration

In the event that **...(e) any circumstances changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospect, or (f)...**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 lessor 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.

(emphasis added)

Additionally, Section 13(f) of each GSA provides that the debtor under such GSA agrees to carry on, and maintain good standing, the business carried out by such debtor.

Section 13(f) of each GSA is reproduced below for your reference:

13. Positive Covenants

You agree to:

....

- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof.

Section 15(l) of each Group 1 GSA provides that the debtor under such Group 1 GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(l) of each Group 1 GSA is reproduced below for your reference:

15. Default



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

...

- (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.

Lastly, Section 15(m) of each Group 2 GSA provides that the debtor under such Group 2 GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(m) of each Group 2 GSA is reproduced below for your reference:

15. Default

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

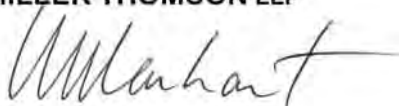
...

- (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.

You are hereby given formal notice of the foregoing defaults.

The Lender does not waive compliance with the obligations provided for in the Promissory Note, the GSAs and the Security. Please be advised that the Lender reserves all rights and remedies under the Promissory Note, the Security and such other agreements and security provided in favour of the Lender in connection with the Loan provided for in the Promissory Note – including the Lender's right to demand payment of the loans advanced to the Borrower pursuant to the Promissory Note at any time in the future.

Yours truly,

MILLER THOMSON LLP


Jeffrey C. Carhart.

cc. Ted Hopkinson



SCHEDULE "A"**GUARANTORS ADDRESSES**

GUARANTORS AND ADDRESSES FOR SERVICE			
To:	RESIDENT MEDICAL GROUP INC. 14744 Woodbine Avenue Gormley, ON L0H 1G0	To:	JOHN GERGES 676 Sheppard Ave Toronto, ON M2K 3E7 676 Sheppard Avenue East, Suite 703, Toronto, ON M2K 3E7 2086 Lawrence Ave. W #1&2 Toronto, ON M9N 3Z9 14744 Woodbine Ave Gormley, ON L0H 1G0 14774 Woodbine Ave Gormley, ON L0H 1G0 14474 Woodbine Avenue Gormley, ON L0H 1G0 1715 Victoria Park Ave Scarborough, ON M1R 1R7 15 Mill Street East Tilbury, ON N0P 2L0
To:	SALLY G. GERGES 14744 Woodbine Ave Gormley, ON L0H 1G0 14774 Woodbine Ave Gormley, ON L0H 1G0	To:	SELVIA GERGES 14744 Woodbine Ave Gormley, ON L0H 1G0 14774 Woodbine Ave Gormley, ON L0H 1G0
To:	BLESS PHARMA INC. 721 Gerrard Street East, Toronto, ON M4M 1Y5		



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F 416.595.8695

MILLERTHOMSON.COM

March 3, 2020

Private and Confidential

Delivered via Courier

S&J Property Investors Inc.
721 Gerrard Street E.
Toronto, ON M4M 1Y5

Attention: Gamal F. Gerges

-and-

Copy to the Guarantors listed in Schedule "A"
attached hereto.

Dear Sirs/Mesdames

Re: Promissory Note issued by S&J Property Investors Inc. (the "Borrower") to 1951584 Ontario Inc. (formerly Desante Financial Services Inc.), guaranteed by each of John Gerges ("JG"), Gamal F. Gerges ("GG"), and Bless Pharma Inc. ("Bless Pharma", and collectively with JG and GG, the "Guarantors" and each a "Guarantor")

Please be advised that we are counsel for 1951584 Ontario Inc. (formerly Desante Financial Services Inc.) (the "**Lender**").

The Lender advanced the sum of \$497,064.09 CAD (the "**Loan**") to the Borrower pursuant to the terms of a promissory note dated June 3, 2019 executed by the Borrower (the "**Promissory Note**").

As security for repayment of the Promissory Note and all indebtedness due to the Lender in connection therewith, each of the Borrower and the Guarantors executed, delivered and/or granted to the Lender certain security documentation, including, but not limited to, the following:

with respect to the Borrower:

- (a) a general security agreement dated June 3, 2019 granted by the Borrower in favour of the Lender (the "**Borrower GSA 1**");
- (b) a general security agreement dated June 3, 2019 granted by the Borrower in favour of the Lender (the "**Borrower GSA 2**");

with respect to GG:

Jeffrey C. Carhart
Direct Line: 416.595.8615
Direct Fax: 416.595.8695
jcarhart@millerthomson.com

File: 0249851.0001

- (c) a general security agreement dated June 3, 2019 granted by GG in favour of the Lender (the "**GG GSA 1**");
- (d) a general security agreement dated June 3, 2019 granted by GG in favour of the Lender (the "**GG GSA 2**");
- (e) a guarantee dated June 3, 2019 granted by GG in favour of the Lender;

with respect to Bless Pharma:

- (f) a general security agreement dated June 3, 2019 granted by Bless Pharma in favour of the Lender (the "**Bless Pharma GSA 1**");
- (g) a general security agreement dated June 3, 2019 granted by Bless Pharma in favour of the Lender (the "**Bless Pharma GSA 2**");
- (h) a guarantee dated June 3, 2019 granted by Bless Pharma in favour of the Lender;

with respect to JG:

- (i) a general security agreement dated June 3, 2019 granted by JG in favour of the Lender (the "**JG GSA 1**");
 - (j) a general security agreement dated June 3, 2019 granted by JG in favour of the Lender (the "**JG GSA 2**", and collectively, with the JG GSA 1, the Borrower GSA 1, the Borrower GSA 2, the GG GSA 1, the GG GSA 2, the Bless Pharma GSA 1 and the Bless Pharma GSA 2, the "**GSAs**" and each a "**GSA**"); and
 - (k) a guarantee dated June 3, 2019 granted by JG in favour of the Lender.
- (collectively, the "**Security**").

It has come to our client's attention that JG, a 51% shareholder of the Borrower and a Guarantor, has been: (i) charged in connection with opioid trafficking (the "**Charges**"); and (ii) disciplined by the Ontario College of Pharmacists for a number of professional misconduct concerns including, but not limited to, dispensing an incorrect number of tablets to a patient, failing to maintain accurate records, failing to maintain the standards of the profession, and engaged in conduct considered unprofessional and dishonourable (the "**Professional Misconduct**"). Among other things, the foregoing matters have been reported on the website of the Ontario College of Pharmacists and in numerous news sources including, but not limited to, the following news articles:

- (a) *Windsor, Ont. pharmacist with record of misconduct among 6 charged in Toronto opioid trafficking ring*, published by the Canadian Broadcasting Corporation on January 23, 2020;
- (b) *Pharmacist charged in opioid trafficking ring has Tilbury and Windsor ties*, published by the Windsor Star on January 23, 2020;



- (c) *6 charged in opioid trafficking ring, including 2 pharmacists*, published by Toronto City News on January 22, 2020; and
- (d) *Two pharmacists among six accused in opioid trafficking ring*, published by the Toronto Sun on January 22, 2020.

The Charges and the Professional Misconduct place the recovery of all indebtedness owed by the Borrower to the Lender in jeopardy, impair the value of the Security and have a material adverse effect on the business of the Borrower and JG. Accordingly, the Charges and the Professional Misconduct constitute a breach of subsections 3(e) of the Promissory Note and subsections 13(f) and 15(m) of each GSA (quoted in full below) and events of default have arisen as a result.

Section 3(e) of the Promissory Note specifically requires the Borrower to repay all indebtedness owing by the Borrower to the Lender pursuant to or in connection with the Promissory Note in the event that a circumstance occurs which has or can have a material adverse effect on the Borrower's financial condition, business, assets, properties or prospects.

Section 3(e) of the Promissory Note is reproduced below for your reference:

3. Acceleration

In the event that **...(e) any circumstances changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospect**, or (f)....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 lessor 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.

(emphasis added)

Additionally, Section 13(f) of each GSA provides that the debtor under such GSA agrees to carry on, and maintain good standing, the business carried out by such debtor.

Section 13(f) of each GSA is reproduced below for your reference:

13. Positive Covenants

You agree to:

.....



- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof.

Section 15(m) of each GSA provides that the debtor under such GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(m) of each GSA is reproduced below for your reference:

15. Default

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

...

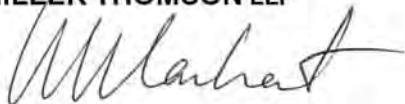
- (m) any other event occurs which causes us in good faith, to deem ourselves insecure, or to believe that the Collateral, or any part thereof, or the value thereof, is or is about to be placed in jeopardy.

You are hereby given formal notice of the foregoing defaults.

The Lender does not waive compliance with the obligations provided for in the Promissory Note, the GSAs and the Security. Please be advised that the Lender reserves all rights and remedies under the Promissory Note, the Security and such other agreements and security provided in favour of the Lender in connection with the Loan provided for in the Promissory Note – including the Lender's right to demand payment of the loans advanced to the Borrower pursuant to the Promissory Note at any time in the future.

Yours truly,

MILLER THOMSON LLP



Jeffrey C. Carhart.

cc. Ted Hopkinson



SCHEDULE "A"**GUARANTORS ADDRESSES**

GUARANTORS AND ADDRESSES FOR SERVICE			
To:	BLESS PHARMA INC. 721 Gerrard Street East, Toronto, ON M4M 1Y5	To:	JOHN GERGES 676 Sheppard Ave Toronto, ON M2K 3E7 676 Sheppard Avenue East, Suite 703, Toronto, ON M2K 3E7 2086 Lawrence Ave. W #1&2 Toronto, ON M9N 3Z9 14744 Woodbine Ave Gormley, ON L0H 1G0 14774 Woodbine Ave Gormley, ON L0H 1G0 14474 Woodbine Avenue Gormley, ON L0H 1G0 1715 Victoria Park Ave Scarborough, ON M1R 1R7 15 Mill Street East Tilbury, ON N0P 2L0
To:	GAMAL F. GERGES 14744 Woodbine Avenue Gormley, ON L0H 1G0 14774 Woodbine Ave. Gormley, ON L0H 1G0		



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F 416.595.8695

MILLERTHOMSON.COM

March 3, 2020

Private and Confidential

Delivered via Courier

Toronto Surrey Pharma Inc.
1715 Victoria Park Avenue
Scarborough, ON M1R 1R7

Attention: John Gerges

-and-

Copy to the Guarantors listed in Schedule "A"
attached hereto.

Dear Sirs/Mesdames

Re: Promissory Note issued by Toronto Surrey Pharma Inc. (the "Borrower") to CWB Maxium Financial Inc., guaranteed by each of John Gerges ("JG") and Toronto Apothecary Pharma Inc. ("TA Pharma", and together with JG, the "Guarantors" and each a "Guarantor")

Please be advised that we are counsel for CWB Maxium Financial Inc. (the "**Lender**").

The Lender advanced the sum of \$950,450.00 CAD (the "**Loan**") to the Borrower pursuant to the terms of a promissory note dated March 30, 2016 executed by the Borrower (the "**Promissory Note**").

As security for repayment of the Promissory Note and all indebtedness due to the Lender in connection therewith, each of the Borrower and the Guarantors executed, delivered and/or granted to the Lender certain security documentation, including, but not limited to, the following:

with respect to the Borrower:

- (a) a general security agreement dated March 30, 2016 granted by the Borrower in favour of the Lender (the "**Borrower GSA**");

with respect to Surrey Drug Mart Ltd. (the "**Predecessor**"), a predecessor corporation of the Borrower:

- (b) a general security agreement dated March 30, 2016 granted by the Predecessor in favour of the Lender (the "**Predecessor GSA**");
- (c) a guarantee dated March 30, 2016 granted by the Predecessor in favour of the Lender;

with respect to TA Pharma:

- (d) a general security agreement dated March 11, 2016 granted by TA Pharma in favour of the Lender (the "**TA Pharma GSA 1**");
- (e) a general security agreement dated March 11, 2016 granted by TA Pharma in favour of the Lender (the "**TA Pharma GSA 2**");
- (f) a guarantee dated March 31, 2016 granted by TA Pharma in favour of the Lender; and

with respect to JG:

- (g) a general security agreement dated March 11, 2016 granted by JG in favour of the Lender (the "**JG GSA 1**");
- (h) a general security agreement dated March 11, 2016 granted by JG in favour of the Lender (the "**JG GSA 2**");
- (i) a general security agreement dated August 18, 2016 granted by JG in favour of the Lender (the "**JG GSA 3**");
- (j) a general security agreement dated November 5, 2017 granted by JG in favour of the Lender (the "**JG GSA 4**");
- (k) a general security agreement dated May 25, 2018 granted by JG in favour of the Lender (the "**JG GSA 5**");
- (l) a general security agreement dated October 21, 2019 granted by JG in favour of the Lender (the "**JG GSA 6**");
- (m) a general security agreement dated August 2, 2018 granted by JG in favour of the Lender (the "**JG GSA 7**");
- (n) a general security agreement dated December 23, 2019 granted by JG in favour of the Lender (the "**JG GSA 8**"); and
- (o) a guarantee dated March 30, 2016 granted by JG in favour of the Lender.

(collectively, the "**Security**").

The Borrower GSA, the Predecessor GSA, the TA Pharma GSA 1, the TA Pharma GSA 2, the JG GSA 1, the JG GSA 2 and the JG GSA 3 are collectively referred to as "**Group 1 GSAs**" and each a "**Group 1 GSA**". The JG GSA 4, the JG GSA 5, the JG GSA 6, the JG GSA 7 and the JG GSA 8 are collectively referred to as "**Group 2 GSAs**" and each a "**Group 2 GSA**". The Group 1 GSAs and the Group 2 GSAs, are collectively referred to as, the "**GSAs**" and each a "**GSA**".

It has come to our client's attention that JG, a 100% shareholder of the Borrower and a Guarantor, has been: (i) charged in connection with opioid trafficking (the "**Charges**"); and (ii) disciplined by the Ontario College of Pharmacists for a number of professional



misconduct concerns including, but not limited to, dispensing an incorrect number of tablets to a patient, failing to maintain accurate records, failing to maintain the standards of the profession, and engaged in conduct considered unprofessional and dishonourable (the "**Professional Misconduct**"). Among other things, the foregoing matters have been reported on the website of the Ontario College of Pharmacists and in numerous news sources including, but not limited to, the following news articles:

- (a) *Windsor, Ont. pharmacist with record of misconduct among 6 charged in Toronto opioid trafficking ring*, published by the Canadian Broadcasting Corporation on January 23, 2020;
- (b) *Pharmacist charged in opioid trafficking ring has Tilbury and Windsor ties*, published by the Windsor Star on January 23, 2020;
- (c) *6 charged in opioid trafficking right, including 2 pharmacists*, published by Toronto City News on January 22, 2020; and
- (d) *Two pharmacists among six accused in opioid trafficking ring*, published by the Toronto Sun on January 22, 2020.

The Charges and the Professional Misconduct place the recovery of all indebtedness owed by the Borrower to the Lender in jeopardy, impair the value of the Security and have a material adverse effect on the business of the Borrower and JG. Accordingly, the Charges and the Professional Misconduct constitute a breach of subsections 3(e) of the Promissory Note, subsections 13(f) and 15(l) of each Group 1 GSA, subsections 13(f) and 15(m) of each Group 2 GSA (quoted in full below) and events of default have arisen as a result.

Section 3(e) of the Promissory Note specifically requires the Borrower to repay all indebtedness owing by the Borrower to the Lender pursuant to or in connection with the Promissory Note in the event that a circumstance occurs which has or can have a material adverse effect on the Borrower's financial condition, business, assets, properties or prospects.

Section 3(e) of the Promissory Note is reproduced below for your reference:

3. Acceleration

In the event that **...(e) any circumstances changes or any event occurs which has or could have a material adverse effect on your financial condition, business, assets, properties or prospect, or** (f)...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 lessor 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.

(emphasis added)

Additionally, Section 13(f) of each GSA provides that the debtor under such GSA agrees to carry on, and maintain good standing, the business carried out by such debtor.

Section 13(f) of each GSA is reproduced below for your reference:

13. Positive Covenants

You agree to:

....

- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof.

Section 15(l) of each Group 1 GSA provides that the debtor under such Group 1 GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(l) of each Group 1 GSA is reproduced below for your reference:

15. Default

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

...

- (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.

Lastly, Section 15(m) of each Group 2 GSA provides that the debtor under such Group 2 GSA is in default if an event occurs which causes the Lender to conclude they believe their security interest in such debtor's collateral is or about to be placed in jeopardy.

Section 15(m) of each Group 2 GSA is reproduced below for your reference:

15. Default

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

...



- (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.

You are hereby given formal notice of the foregoing defaults.

The Lender does not waive compliance with the obligations provided for in the Promissory Note, the GSAs and the Security. Please be advised that the Lender reserves all rights and remedies under the Promissory Note, the Security and such other agreements and security provided in favour of the Lender in connection with the Loan provided for in the Promissory Note – including the Lender's right to demand payment of the loans advanced to the Borrower pursuant to the Promissory Note at any time in the future.

Yours truly,

MILLER THOMSON LLP



Jeffrey C. Carhart.

cc. Ted Hopkinson



SCHEDULE "A"**GUARANTORS ADDRESSES**

GUARANTORS AND ADDRESSES FOR SERVICE			
To:	TORONTO APOTHECARY PHARMA INC.	To:	JOHN GERGES
	842 Markham Road Scarborough, ON M1H 2Y2		676 Sheppard Ave Toronto, ON M2K 3E7
			676 Sheppard Avenue East, Suite 703, Toronto, ON M2K 3E7
			2086 Lawrence Ave. W #1&2 Toronto, ON M9N 3Z9
			14744 Woodbine Ave Gormley, ON L0H 1G0
			14774 Woodbine Ave Gormley, ON L0H 1G0
			14474 Woodbine Avenue Gormley, ON L0H 1G0
			1715 Victoria Park Ave Scarborough, ON M1R 1R7
			15 Mill Street East Tilbury, ON N0P 2L0

TAB C

This is **Exhibit “C”** referred to in the Supplementary Affidavit of TED (EDWARD) HOPKINSON and SWORN BEFORE ME via video-conference with the deponent in the City of Bryn Mawr, in the State of Pennsylvania, United States of America, and the Commissioner in the City of Toronto, Ontario this 29th day of January, 2021

DocuSigned by:

Asim Iqbal

6F056F5F3BE8405...

A Commissioner for Taking Affidavits



MILLER THOMSON
AVOCATS | LAWYERS

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MILLERTHOMSON.COM

December 29, 2020

Private and Confidential

Delivered Via Email to
edmond.lamek@dlapiper.com

Asim Iqbal
Direct Line: 416.597.6008
aiqbal@millerthomson.com

File: 024985.0001

4231 Sheppard Avenue East Inc.
c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: John Gerges

Dear Mr. Gerges,

Re: Default Notice

We refer to the General Security Agreement ("**GSA**") dated October 21, 2019 granting a security interest in the present and after-acquired property of 4231 Sheppard Avenue East Inc. (the "**Borrower**") in favour of CWB Maxium Financial Inc. (the "**Lender**").

We also refer to the promissory note dated October 21, 2019, executed by the Borrower in favour of the Lender in the principal amount of \$260,450.00 (the "**Promissory Note**"), and the guarantee dated October 21, 2019 under which John Gerges guaranteed in favour of the Lender all of the obligations of the Borrower (the "**Guarantee**").

We also refer to the guarantees of John Gerges referred to in Schedule "A" pursuant to which Mr. Gerges guaranteed in favour of the Lender all of the Obligations of the entities described therein (the "**Additional Guarantees**").

Pursuant to section 15(b) of the GSA, it is an event of default if "...[the Borrower] or any other person liable for the Obligations is in default under any other loan, debt or obligations owed to anyone else, subject to the passage of any applicable grace period."

Pursuant to the Additional Guarantees, Mr. Gerges is required to pay to the Lender, on demand, all of the obligations guaranteed pursuant to the Additional Guarantees. By letters dated August 7, August 24 or September 3, 2020, the Lender demanded payment from Mr. Gerges of all of the guaranteed obligations pursuant to the Additional Guarantees. On November 25, 2020, the Ontario Superior Court of Justice appointed msi Spergel inc. as receiver and manager of the entities referenced in Schedule "A" in favour of which Mr. Gerges provided the Additional Guarantees.

Mr. Gerges is a person liable for the obligations of the Borrower pursuant to the Guarantee. As at the date of this letter, Mr. Gerges has not satisfied his obligations under the Additional

Guarantees despite demand in default of the terms of each of the Additional Guarantees. Accordingly, an Event of Default pursuant to Section 15(b) of the GSA has occurred and is continuing.

The Lender reserves all of its rights and remedies under the GSA, any other agreement with the Borrower and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:

DocuSigned by:

Asim Iqbal

Asim Iqbal

[AI/MF]



Schedule "A"

Guarantee dated May 25, 2018 in respect of the obligations of Maple Medi Pharma Inc.

Guarantee dated August 26, 2015 in respect of the obligations of River Hill Pharmacy Ltd.

Guarantee dated August 18, 2016 in respect of the obligations of St. Mary Theotokos Pharma Inc.

Guarantee dated March 11, 2016 in respect of the obligations of Toronto Apothecary Pharma Inc.

Guarantee dated January 22, 2018 in respect of the obligations of Westway Holdings Inc.





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December 29, 2020

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Asim Iqbal
Direct Line: 416.597.6008
aiqbal@millerthomson.com

File: 024985.0001

Abu Seifein Brimley Pharma Inc.
c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: John Gerges

Dear Mr. Gerges,

Re: Default Notice

We refer to the General Security Agreement (“**GSA**”) dated April 11, 2019 granting a security interest in the present and after-acquired property of Abu Seifein Brimley Pharma Inc. (the “**Borrower**”) in favour of CWB Maxium Financial Inc. (the “**Lender**”).

We also refer to the promissory note dated April 11, 2019, executed by the Borrower in favour of the Lender in the principal amount of \$1,780,450.00 as amended by an Amending Agreement dated April 7, 2020 (the “**Promissory Note**”), and the guarantee dated April 11, 2019 under which John Gerges guaranteed in favour of the Lender all of the obligations of the Borrower (the “**Guarantee**”).

We also refer to the guarantees of John Gerges referred to in Schedule “A” pursuant to which Mr. Gerges guaranteed in favour of the Lender all of the Obligations of the entities described therein (the “**Additional Guarantees**”).

Pursuant to section 15(b) of the GSA, it is an event of default if “[the Borrower] or any other person liable for the Obligations is in default under any other loan, debt or obligations owed to anyone else, subject to the passage of any applicable grace period.”

Pursuant to the Additional Guarantees, Mr. Gerges is required to pay to the Lender, on demand, all of the obligations guaranteed pursuant to the Additional Guarantees. By letters dated August 7, August 24 or September 3, 2020, the Lender demanded payment from Mr. Gerges of all of the obligations guaranteed under to the Additional Guarantees. On November 25, 2020, the Ontario Superior Court of Justice appointed msi Spergel inc. as receiver and manager of the entities referenced in Schedule “A” in favour of which Mr. Gerges provided the Additional Guarantees.

Mr. Gerges is a person liable for the obligations of the Borrower pursuant to the Guarantee. As at the date of this letter, Mr. Gerges has not satisfied his obligations under the Additional

Guarantees despite demand in default of the terms of each of the Additional Guarantees. Accordingly, an Event of Default pursuant to Section 15(b) of the GSA has occurred and is continuing.

The Lender reserves all of its rights and remedies under the GSA, any other agreement with the Borrower and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:

DocuSigned by:

Asim Iqbal

Asim Iqbal

AI/MF



Schedule "A"

Guarantee dated May 25, 2018 in respect of the obligations of Maple Medi Pharma Inc.

Guarantee dated August 26, 2015 in respect of the obligations of River Hill Pharmacy Ltd.

Guarantee dated August 18, 2016 in respect of the obligations of St. Mary Theotokos Pharma Inc.

Guarantee dated March 11, 2016 in respect of the obligations of Toronto Apothecary Pharma Inc.

Guarantee dated January 22, 2018 in respect of the obligations of Westway Holdings Inc.





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File: 024985.0001

Bless Jimmy's Pharma Inc.
c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: John Gerges

Dear Mr. Gerges,

Re: Default Notice

We refer to the General Security Agreement ("**GSA**") dated March 15, 2015 granting a security interest in the present and after-acquired property of Bless Jimmy's Pharma Inc. (the "**Borrower**") in favour of 1951584 Ontario Inc., successor of Desante Financial Services Inc. and Maxium Financial Services Inc. by amalgamation (the "**Lender**").

We also refer to the promissory note dated March 15, 2015, executed by the Borrower in favour of the Lender in the principal amount of \$750,450.00 (the "**Promissory Note**"), and the guarantee dated March 15, 2015 under which John Gerges guaranteed in favour of the Lender all of the obligations of the Borrower (the "**Guarantee**").

We also refer to the guarantees of John Gerges referred to in Schedule "A" pursuant to which Mr. Gerges guaranteed in favour of the Lender all of the Obligations of the entities described therein (the "**Additional Guarantees**").

Pursuant to section 15(b) of the GSA, it is an event of default if "...[the Borrower] or any other person liable for the Obligations is in default under any other loan, debt or obligations owed to anyone else, subject to the passage of any applicable grace period."

Pursuant to the Additional Guarantees, Mr. Gerges is required to pay to the Lender, on demand, all of the obligations guaranteed pursuant to the Additional Guarantees. By letters dated August 7, August 24 or September 3, 2020, the Lender demanded payment from Mr. Gerges of all of the obligations guaranteed under to the Additional Guarantees. On November 25, 2020, the Ontario Superior Court of Justice appointed msi Spergel inc. as receiver and manager of the entities referenced in Schedule "A" in favour of which Mr. Gerges provided the Additional Guarantees.

Mr. Gerges is a person liable for the obligations of the Borrower pursuant to the Guarantee. As at the date of this letter, Mr. Gerges has not satisfied his obligations under the Additional Guarantees despite demand in default of the terms of each of the Additional Guarantees. Accordingly, an Event of Default pursuant to Section 15(b) of the GSA has occurred and is continuing.

The Lender reserves all of its rights and remedies under the GSA, any other agreement with the Borrower and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:

DocuSigned by:

Asim Iqbal

Asim Iqbal

AI/MF



Schedule "A"

Guarantee dated May 25, 2018 in respect of the obligations of Maple Medi Pharma Inc.

Guarantee dated August 26, 2015 in respect of the obligations of River Hill Pharmacy Ltd.

Guarantee dated August 18, 2016 in respect of the obligations of St. Mary Theotokos Pharma Inc.

Guarantee dated March 11, 2016 in respect of the obligations of Toronto Apothecary Pharma Inc.

Guarantee dated January 22, 2018 in respect of the obligations of Westway Holdings Inc.





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File: 024985.0001

Bless Pharma Inc.
c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: John Gerges

Dear Mr. Gerges,

Re: Default Notice

We refer to the General Security Agreement ("**GSA**") dated June 3, 2019 granting a security interest in the present and after-acquired property of Bless Pharma Inc. (the "**Borrower**") in favour of CWB Maxium Financial Inc. as assignee of 1951584 Ontario Inc. (the "**Lender**").

We also refer to the promissory note dated June 3, 2019, executed by the Borrower in favour of the Lender as assignee of 1951584 Ontario Inc. in the principal amount of \$518,331.96 (the "**Promissory Note**"), and the guarantee dated June 3, 2019 under which John Gerges guaranteed in favour of the Lender all of the obligations of the Borrower (the "**Guarantee**").

We also refer to the guarantees of John Gerges referred to in Schedule "A" pursuant to which Mr. Gerges guaranteed in favour of the Lender all of the Obligations of the entities described therein (the "**Additional Guarantees**").

Pursuant to section 15(b) of the GSA, it is an event of default if "...[the Borrower] or any other person liable for the Obligations is in default under any other loan, debt or obligations owed to anyone else, subject to the passage of any applicable grace period."

Pursuant to the Additional Guarantees, Mr. Gerges is required to pay to the Lender, on demand, all of the obligations guaranteed pursuant to the Additional Guarantees. By letters dated August 7, August 24 or September 3, 2020, the Lender demanded payment from Mr. Gerges of all of the obligations guaranteed under to the Additional Guarantees. On November 25, 2020, the Ontario Superior Court of Justice appointed msi Spergel inc. as receiver and manager of the entities referenced in Schedule "A" in favour of which Mr. Gerges provided the Additional Guarantees.

Mr. Gerges is a person liable for the obligations of the Borrower pursuant to the Guarantee. As at the date of this letter, Mr. Gerges has not satisfied his obligations under the Additional

Guarantees despite demand in default of the terms of each of the Additional Guarantees. Accordingly, an Event of Default pursuant to Section 15(b) of the GSA has occurred and is continuing.

The Lender reserves all of its rights and remedies under the GSA, any other agreement with the Borrower and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:

DocuSigned by:

Asim Iqbal

Asim Iqbal

AI/MF



Schedule "A"

Guarantee dated May 25, 2018 in respect of the obligations of Maple Medi Pharma Inc.

Guarantee dated August 26, 2015 in respect of the obligations of River Hill Pharmacy Ltd.

Guarantee dated August 18, 2016 in respect of the obligations of St. Mary Theotokos Pharma Inc.

Guarantee dated March 11, 2016 in respect of the obligations of Toronto Apothecary Pharma Inc.

Guarantee dated January 22, 2018 in respect of the obligations of Westway Holdings Inc.





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Jimmy's Group Investors Inc.
c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: John Gerges

Dear Mr. Gerges,

Re: Default Notice

We refer to the General Security Agreement dated March 15, 2015 granting a security interest in the present and after-acquired property of Jimmy's Group Investors Inc. (the "**Borrower**") in favour of 1951584 Ontario Inc. (the "**195 Lender**"), successor of, among others, Maxium Financial Services Inc. by amalgamation (the "**Lender**").

We also refer to the promissory note dated March 15, 2015, executed by the Borrower in favour of the Lender in the principal amount of \$475,450.00 (the "**Promissory Note**"), and the guarantee dated March 15, 2015 under which John Gerges guaranteed in favour of the Lender all of the obligations of the Borrower (the "**Guarantee**").

We also refer to the guarantees of John Gerges referred to in Schedule "A" pursuant to which Mr. Gerges guaranteed in favour of the Lender all of the Obligations of the entities described therein (the "**Additional Guarantees**").

Pursuant to section 15(b) of the GSA, it is an event of default if "...[the Borrower] or any other person liable for the Obligations is in default under any other loan, debt or obligations owed to anyone else, subject to the passage of any applicable grace period."

Pursuant to the Additional Guarantees, Mr. Gerges is required to pay to the Lender, on demand, all of the obligations guaranteed pursuant to the Additional Guarantees. By letters dated August 7, August 24 or September 3, 2020, the Lender demanded payment from Mr. Gerges of all of the guaranteed obligations pursuant to the Additional Guarantees. On November 25, 2020, the Ontario Superior Court of Justice appointed msi Spergel inc. as receiver and manager of the entities referenced in Schedule "A" in favour of which Mr. Gerges provided the Additional Guarantees.

Mr. Gerges is a person liable for the obligations of the Borrower pursuant to the Guarantee. As at the date of this letter, Mr. Gerges has not satisfied his obligations under the Additional Guarantees despite demand in default of the terms of each of the Additional Guarantees. Accordingly, an Event of Default pursuant to Section 15(b) of the GSA has occurred and is continuing.

The Lender reserves all of its rights and remedies under the GSA, any other agreement with the Borrower and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:

DocuSigned by:

Asim Iqbal

Asim Iqbal

[AI/MF]



Schedule "A"

Guarantee dated May 25, 2018 in respect of the obligations of Maple Medi Pharma Inc.

Guarantee dated August 26, 2015 in respect of the obligations of River Hill Pharmacy Ltd.

Guarantee dated August 18, 2016 in respect of the obligations of St. Mary Theotokos Pharma Inc.

Guarantee dated March 11, 2016 in respect of the obligations of Toronto Apothecary Pharma Inc.

Guarantee dated January 22, 2018 in respect of the obligations of Westway Holdings Inc.





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Jubilee Property Investments Inc.
c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: John Gerges

Dear Mr. Gerges,

Re: Default Notice

We refer to the General Security Agreement dated November 5, 2017 (the “**GSA**”) granting a security interest in the present and after-acquired property of Jubilee Property Investments Inc. (the “**Borrower**”) in favour of CWB Maxium Financial Inc. (the “**Lender**”).

We also refer to the promissory note dated November 5, 2017, executed by the Borrower in favour of the Lender in the principal amount of \$300,450.00 (the “**Promissory Note**”), and the guarantee dated November 5, 2017 under which John Gerges guaranteed in favour of the Lender all of the obligations of the Borrower (the “**Guarantee**”).

We also refer to the guarantees of John Gerges referred to in Schedule “A” pursuant to which Mr. Gerges guaranteed in favour of the Lender all of the Obligations of the entities described therein (the “**Additional Guarantees**”).

Pursuant to section 15(b) of the GSA, it is an event of default if “[the Borrower] or any other person liable for the Obligations is in default under any other loan, debt or obligations owed to anyone else, subject to the passage of any applicable grace period.”

Pursuant to the Additional Guarantees, Mr. Gerges is required to pay to the Lender, on demand, all of the obligations guaranteed pursuant to the Additional Guarantees. By letters dated August 7, August 24 or September 3, 2020, the Lender demanded payment from Mr. Gerges of all of the guaranteed obligations pursuant to the Additional Guarantees. On November 25, 2020, the Ontario Superior Court of Justice appointed msi Spergel inc. as receiver and manager of the entities referenced in Schedule “A” in favour of which Mr. Gerges provided the Additional Guarantees.

Mr. Gerges is a person liable for the obligations of the Borrower pursuant to the Guarantee. As at the date of this letter, Mr. Gerges has not satisfied his obligations under the Additional

Guarantees despite demand in default of the terms of each of the Additional Guarantees. Accordingly, an Event of Default pursuant to Section 15(b) of the GSA has occurred and is continuing.

The Lender reserves all of its rights and remedies under the GSA, any other agreement with the Borrower and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:

DocuSigned by:

Asim Iqbal

Asim Iqbal

[AI/MF]



Schedule "A"

Guarantee dated June 27, 2019 in respect of the obligations of Maple Medi Pharma Inc.

Guarantee dated August 26, 2015 in respect of the obligations of River Hill Pharmacy Ltd.

Guarantee dated August 18, 2016 in respect of the obligations of St. Mary Theotokos Pharma Inc.

Guarantee dated March 11, 2016 in respect of the obligations of Toronto Apothecary Pharma Inc.

Guarantee dated January 22, 2018 in respect of the obligations of Westway Holdings Inc.





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December 29, 2020

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File: 024985.0001

S&J Property Investors Inc.
c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: John Gerges

Dear Mr. Gerges,

Re: Default Notice

We refer to the General Security Agreement ("**GSA**") dated June 3, 2019 granting a security interest in the present and after-acquired property of S&J Property Investors Inc. (the "**Borrower**") in favour of CWB Maxium Financial Inc. as assignee of 1951584 Ontario Inc. (formerly Desante Financial Services Inc.) (the "**Lender**").

We also refer to the promissory note dated June 3, 2019, executed by the Borrower in favour of the Lender as assignee of 1951584 Ontario Inc. (formerly Desante Financial Services Inc.) in the principal amount of \$497,064.09 (the "**Promissory Note**"), and the guarantee dated June 3, 2019 under which John Gerges guaranteed in favour of the Lender all of the obligations of the Borrower (the "**Guarantee**").

We also refer to the guarantees of John Gerges referred to in Schedule "A" pursuant to which Mr. Gerges guaranteed in favour of the Lender all of the Obligations of the entities described therein (the "**Additional Guarantees**").

Pursuant to section 15(b) of the GSA, it is an event of default if "...[the Borrower] or any other person liable for the Obligations is in default under any other loan, debt or obligations owed to anyone else, subject to the passage of any applicable grace period."

Pursuant to the Additional Guarantees, Mr. Gerges is required to pay to the Lender, on demand, all of the obligations guaranteed pursuant to the Additional Guarantees. By letters dated August 7, August 24 or September 3, 2020, the Lender demanded payment from Mr. Gerges of all of the guaranteed obligations pursuant to the Additional Guarantees. On November 25, 2020, the Ontario Superior Court of Justice appointed msi Spergel inc. as receiver and manager of the entities referenced in Schedule "A" in favour of which Mr. Gerges provided the Additional Guarantees.

Mr. Gerges is a person liable for the obligations of the Borrower pursuant to the Guarantee. As at the date of this letter, Mr. Gerges has not satisfied his obligations under the Additional Guarantees despite demand in default of the terms of each of the Additional Guarantees. Accordingly, an Event of Default pursuant to Section 15(b) of the GSA has occurred and is continuing.

The Lender reserves all of its rights and remedies under the GSA, any other agreement with the Borrower and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:

DocuSigned by:

Asim Iqbal

Asim Iqbal

[AI/MF]



Schedule "A"

Guarantee dated May 25, 2018 in respect of the obligations of Maple Medi Pharma Inc.

Guarantee dated August 26, 2015 in respect of the obligations of River Hill Pharmacy Ltd.

Guarantee dated August 18, 2016 in respect of the obligations of St. Mary Theotokos Pharma Inc.

Guarantee dated March 11, 2016 in respect of the obligations of Toronto Apothecary Pharma Inc.

Guarantee dated January 22, 2018 in respect of the obligations of Westway Holdings Inc.





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File: 024985.0001

JM Westview Pharma Inc.
c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: John Gerges

Dear Mr. Gerges,

Re: Default Notice

We refer to the General Security Agreement (“**GSA**”) dated August 2, 2018 granting a security interest in the present and after-acquired property of JM Westview Pharma Inc. (the “**Borrower**”) in favour of CWB Maxium Financial Inc. (the “**Lender**”).

We also refer to the promissory note dated August 2, 2018, executed by the Borrower in favour of the Lender in the principal amount of \$762,022.01 (the “**Promissory Note**”), and the guarantee dated August 2, 2018 under which John Gerges guaranteed in favour of the Lender all of the obligations of the Borrower (the “**Guarantee**”).

We also refer to the guarantees of John Gerges referred to in Schedule “A” pursuant to which Mr. Gerges guaranteed in favour of the Lender all of the Obligations of the entities described therein (the “**Additional Guarantees**”).

Pursuant to section 15(b) of the GSA, it is an event of default if “[the Borrower] or any other person liable for the Obligations is in default under any other loan, debt or obligations owed to anyone else, subject to the passage of any applicable grace period.”

Pursuant to the Additional Guarantees, Mr. Gerges is required to pay to the Lender, on demand, all of the obligations guaranteed pursuant to the Additional Guarantees. By letters dated August 7, August 24 or September 3, 2020, the Lender demanded payment from Mr. Gerges of all of the guaranteed obligations pursuant to the Additional Guarantees. On November 25, 2020, the Ontario Superior Court of Justice appointed msi Spergel inc. as receiver and manager of the entities referenced in Schedule “A” in favour of which Mr. Gerges provided the Additional Guarantees.

Mr. Gerges is a person liable for the obligations of the Borrower pursuant to the Guarantee. As at the date of this letter, Mr. Gerges has not satisfied his obligations under the Additional

Guarantees despite demand in default of the terms of each of the Additional Guarantees. Accordingly, an Event of Default pursuant to Section 15(b) of the GSA has occurred and is continuing.

The Lender reserves all of its rights and remedies under the GSA, any other agreement with the Borrower and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:
DocuSigned by:
Asim Iqbal
Asim Iqbal
[AI/MF]



Schedule "A"

Guarantee dated May 25, 2018 in respect of the obligations of Maple Medi Pharma Inc.

Guarantee dated August 26, 2015 in respect of the obligations of River Hill Pharmacy Ltd.

Guarantee dated August 18, 2016 in respect of the obligations of St. Mary Theotokos Pharma Inc.

Guarantee dated March 11, 2016 in respect of the obligations of Toronto Apothecary Pharma Inc.

Guarantee dated January 22, 2018 in respect of the obligations of Westway Holdings Inc.





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File: 024985.0001

SJ East Pharma Inc.
c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: John Gerges

Dear Mr. Gerges,

Re: Default Notice

We refer to the General Security Agreement ("**GSA**") dated July 21, 2017 granting a security interest in the present and after-acquired property of SJ East Pharma Inc. (the "**Borrower**") in favour of CWB Maxium Financial Inc. (the "**Lender**").

We also refer to the promissory note dated July 25, 2017, executed by the Borrower in favour of the Lender in the principal amount of \$2,465,450.00 (the "**Promissory Note**"), and the guarantee dated July 21, 2017 under which John Gerges guaranteed in favour of the Lender all of the obligations of the Borrower (the "**Guarantee**").

We also refer to the guarantees of John Gerges referred to in Schedule "A" pursuant to which Mr. Gerges guaranteed in favour of the Lender all of the Obligations of the entities described therein (the "**Additional Guarantees**").

Pursuant to section 15(b) of the GSA, it is an event of default if "...[the Borrower] or any other person liable for the Obligations is in default under any other loan, debt or obligations owed to anyone else, subject to the passage of any applicable grace period."

Pursuant to the Additional Guarantees, Mr. Gerges is required to pay to the Lender, on demand, all of the obligations guaranteed pursuant to the Additional Guarantees. By letters dated August 7, August 24 or September 3, 2020, the Lender demanded payment from Mr. Gerges of all of the obligations guaranteed under to the Additional Guarantees. On November 25, 2020, the Ontario Superior Court of Justice appointed msi Spergel inc. as receiver and manager of the entities referenced in Schedule "A" in favour of which Mr. Gerges provided the Additional Guarantees.

Mr. Gerges is a person liable for the obligations of the Borrower pursuant to the Guarantee. As at the date of this letter, Mr. Gerges has not satisfied his obligations under the Additional

Guarantees despite demand in default of the terms of each of the Additional Guarantees. Accordingly, an Event of Default pursuant to Section 15(b) of the GSA has occurred and is continuing.

The Lender reserves all of its rights and remedies under the GSA, any other agreement with the Borrower and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:
DocuSigned by:
Asim Iqbal
Asim Iqbal
AI/MF



Schedule "A"

Guarantee dated May 25, 2018 in respect of the obligations of Maple Medi Pharma Inc.

Guarantee dated August 26, 2015 in respect of the obligations of River Hill Pharmacy Ltd.

Guarantee dated August 18, 2016 in respect of the obligations of St. Mary Theotokos Pharma Inc.

Guarantee dated March 11, 2016 in respect of the obligations of Toronto Apothecary Pharma Inc.

Guarantee dated January 22, 2018 in respect of the obligations of Westway Holdings Inc.





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

December 29, 2020

Private and Confidential

Delivered via Email to
edmond.lamek@dlapiper.com (counsel)

Asim Iqbal
Direct Line: 416.597.6008
aiqbal@millerthomson.com

File: 024985.0001

Resident Medical Group Inc.
c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: John Gerges

Dear Mr. Gerges,

Re: Default Notice

We refer to the General Security Agreement (“**GSA**”) dated February 26, 2016 granting a security interest in the present and after-acquired property of Resident Medical Group Inc. (the “**Borrower**”) in favour of CWB Maxium Financial Inc. as assignee of Desante Financial Services Inc.) (the “**Lender**”),.

We also refer to the promissory note dated February 26, 2016, executed by the Borrower in favour of the Lender in the principal amount of \$730,450.00, the promissory note dated March 2, 2017, executed by the Borrower in favour of the Lender in the principal amount of \$1,050,450.00, and the promissory note dated September 30, 2017, executed by the Borrower in favour of the Lender in the principal amount of \$1,800,450.00 (the “**Promissory Notes**”), each as amended by an Amending Agreement dated April 8, 2020. We also refer to the guarantee dated February 26, 2016 under which John Gerges guaranteed in favour of the Lender all of the obligations of the Borrower (the “**Guarantee**”).

We also refer to the guarantees of John Gerges referred to in Schedule “A” pursuant to which Mr. Gerges guaranteed in favour of the Lender all of the Obligations of the entities described therein (the “**Additional Guarantees**”).

Pursuant to section 15(b) of the GSA, it is an event of default if “[the Borrower] or any other person liable for the Obligations is in default under any other loan, debt or obligations owed to anyone else, subject to the passage of any applicable grace period.”

Pursuant to the Additional Guarantees, Mr. Gerges is required to pay to the Lender, on demand, all of the obligations guaranteed pursuant to the Additional Guarantees. By letters dated August 7, August 24 or September 3, 2020, the Lender demanded payment from Mr. Gerges of all of the obligations guaranteed under to the Additional Guarantees. On November 25, 2020, the Ontario Superior Court of Justice appointed msi Spergel inc. as receiver and

manager of the entities referenced in Schedule "A" in favour of which Mr. Gerges provided the Additional Guarantees.

Mr. Gerges is a person liable for the obligations of the Borrower pursuant to the Guarantee. As at the date of this letter, Mr. Gerges has not satisfied his obligations under the Additional Guarantees despite demand in default of the terms of each of the Additional Guarantees. Accordingly, an Event of Default pursuant to Section 15(b) of the GSA has occurred and is continuing.

The Lender reserves all of its rights and remedies under the GSA, any other agreement with the Borrower and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:

DocuSigned by:

Asim Iqbal

Asim Iqbal

AI/MF



Schedule "A"

Guarantee dated May 25, 2018 in respect of the obligations of Maple Medi Pharma Inc.

Guarantee dated August 26, 2015 in respect of the obligations of River Hill Pharmacy Ltd.

Guarantee dated August 18, 2016 in respect of the obligations of St. Mary Theotokos Pharma Inc.

Guarantee dated March 11, 2016 in respect of the obligations of Toronto Apothecary Pharma Inc.

Guarantee dated January 22, 2018 in respect of the obligations of Westway Holdings Inc.





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December 29, 2020

Private and Confidential

Delivered Via Email to
edmond.lamek@dlapiper.com

Asim Iqbal
Direct Line: 416.597.6008
aiqbal@millerthomson.com

File: 024985.0001

St. Mary Cooksville Pharma Inc.
c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: John Gerges

Dear Mr. Gerges,

Re: Default Notice

We refer to the General Security Agreement (“**GSA**”) dated October 31, 2018 granting a security interest in the present and after-acquired property of St. Mary Cooksville Pharma Inc. (the “**Borrower**”) in favour of CWB Maxium Financial Inc. (the “**Lender**”).

We also refer to the promissory note dated October 31, 2018, executed by the Borrower in favour of the Lender in the principal amount of \$3,250,450.00 and the promissory note dated August 8, 2019 executed by the Borrower in favour of the Lender in the principal amount of \$200,450.00 (the “**Promissory Notes**”), and the guarantee dated October 31, 2018 under which John Gerges guaranteed in favour of the Lender all of the obligations of the Borrower (the “**Guarantee**”).

We also refer to the guarantees of John Gerges referred to in Schedule “A” pursuant to which Mr. Gerges guaranteed in favour of the Lender all of the Obligations of the entities described therein (the “**Additional Guarantees**”).

Pursuant to section 15(b) of the GSA, it is an event of default if “[the Borrower] or any other person liable for the Obligations is in default under any other loan, debt or obligations owed to anyone else, subject to the passage of any applicable grace period.”

Pursuant to the Additional Guarantees, Mr. Gerges is required to pay to the Lender, on demand, all of the obligations guaranteed pursuant to the Additional Guarantees. By letters dated August 7, August 24 or September 3, 2020, the Lender demanded payment from Mr. Gerges of all of the guaranteed obligations pursuant to the Additional Guarantees. On November 25, 2020, the Ontario Superior Court of Justice appointed msi Spergel inc. as receiver and manager of the entities referenced in Schedule “A” in favour of which Mr. Gerges provided the Additional Guarantees.

Mr. Gerges is a person liable for the obligations of the Borrower pursuant to the Guarantee. As at the date of this letter, Mr. Gerges has not satisfied his obligations under the Additional Guarantees despite demand in default of the terms of each of the Additional Guarantees. Accordingly, an Event of Default pursuant to Section 15(b) of the GSA has occurred and is continuing.

The Lender reserves all of its rights and remedies under the GSA, any other agreement with the Borrower and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:

DocuSigned by:

Asim Iqbal
Asim Iqbal
[AI/MF]



Schedule "A"

Guarantee dated May 25, 2018 in respect of the obligations of Maple Medi Pharma Inc.

Guarantee dated August 26, 2015 in respect of the obligations of River Hill Pharmacy Ltd.

Guarantee dated August 18, 2016 in respect of the obligations of St. Mary Theotokos Pharma Inc.

Guarantee dated March 11, 2016 in respect of the obligations of Toronto Apothecary Pharma Inc.

Guarantee dated January 22, 2018 in respect of the obligations of Westway Holdings Inc.



TAB D

This is **Exhibit “D”** referred to in the Supplementary Affidavit of TED (EDWARD) HOPKINSON and SWORN BEFORE ME via video-conference with the deponent in the City of Bryn Mawr, in the State of Pennsylvania, United States of America, and the Commissioner in the City of Toronto, Ontario this 29th day of January, 2021

DocuSigned by:
Asim Iqbal
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A Commissioner for Taking Affidavits



MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
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F 416.595.8695

MILLERTHOMSON.COM

January 21, 2021

Private and Confidential

Delivered Via Email to
edmond.lamek@dlapiper.com

Asim Iqbal

Direct Line: 416.597.6008
aiqbal@millerthomson.com

File: 024985.0001

Abu Seifein Brimley Pharma Inc.
St Mary Cooksville Pharma Inc.

c/o DLA Piper LLP
100 King St W – Suite 6000
Toronto, ON
M5X 1E2

Attention: Edmond Lamek

Dear Mr. Lamek:

Re: Notice of Impending Default under Forbearance Agreement dated January 7, 2021 – Abu Seifein Brimley Pharma Inc. and St Mary Cooksville Pharma Inc. (collectively, the “Debtors”)

As you know, we are counsel to CWB Maxium Financial Inc. (the “**Lender**”).

We refer to the Forbearance Agreement dated January 7, 2021 (the “**Forbearance Agreement**”) between the Lenders and the Debtors. Capitalized terms used but not defined in this letter are given the meaning ascribed to such terms in the Forbearance Agreement.

Pursuant to Section 4(d), among other things, the Debtors covenanted to maintain valid insurance satisfactory to the Lenders. On January 15, 2021, the Lenders, in written correspondence through counsel, required proof of valid insurance from each of the Debtors. To date, the Debtors have failed to satisfy the Lenders’ request. An Event of Default under Section 17(g) of the Forbearance Agreement occurs if an Obligor fails to provide, among other things, any information, data or records reasonably required by the Lenders and such default is not cured within two (2) Business Days.

Accordingly, the Lenders hereby provide written notice, pursuant to Section 17(g) of the Forbearance Agreement, that, by no later than 9:00 a.m. on Tuesday, January 26, 2021, the Lenders require that each of the Debtors deliver to the Lenders proof of a valid insurance certificate that complies with Section 4(d) of the Forbearance Agreement.

The Lenders reserve all of their rights under the Forbearance Agreement and at law or equity.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in black ink, appearing to be 'Asim Iqbal', written over a horizontal line.

Asim Iqbal
AI



TABLE

This is **Exhibit “E”** referred to in the Supplementary Affidavit of TED (EDWARD) HOPKINSON and SWORN BEFORE ME via video-conference with the deponent in the City of Bryn Mawr, in the State of Pennsylvania, United States of America, and the Commissioner in the City of Toronto, Ontario this 29th day of January, 2021

DocuSigned by:
Asim Iqbal
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A Commissioner for Taking Affidavits

INSURANCE BINDER

This binder is a temporary insurance contract subject to the conditions stipulated below

Insurer(s) Economical Insurance 5700 Yonge Street, Suite #1600 North York, Ontario M2M 4K2 % of Risk (Property): 0.00 27962		Agent or Broker Murray Hoffman Insurance Limited. 1111 Finch Avenue, West Ste. 212 TORONTO, Ontario M3J 2E5 Effective time and date of Binder 12:01 M on January 26, 2021 All times are local at the insured's address	
Insured(s) ABU SEIFEIN BRIMLEY PHARMACY INC O/A Brimley Pharmacy, 127 Montezuma Trail Scarborough, ON, M1V 1K4		Names and addresses of Mortgagees, Lienholders, Payees Loss Payee CWB Maxium Financials Inc., 1 - 30 Vogell road Richmond Hill, ON, L4B3K6	

PROPERTY COVERAGES

Location of Property Insured 127 Montezuma Trail, Scarborough, ON M1V 1K4		Construction		Occupancy Pharmacy	
<input type="checkbox"/>	Building	Co. Ins.	<input checked="" type="checkbox"/>	Contents	\$180,000.00
<input type="checkbox"/>	Stock	Co. Ins.	<input type="checkbox"/>	Equipment	
<input type="checkbox"/>	Rents	Co. Ins.	<input checked="" type="checkbox"/>	Tenants Legal Liab.	\$250,000.00
<input checked="" type="checkbox"/>	Business Interruption: Actual Loss Sustain Form				Co. Ins.
<input checked="" type="checkbox"/>	Others (Specify): Boiler & Machinery Extension - Included				
					Type of Coverage <input type="checkbox"/> Fire & E.C. <input type="checkbox"/> Malicious Damage <input checked="" type="checkbox"/> All Risks <input type="checkbox"/> Deductible \$1,000

CRIME COVERAGES

<input type="checkbox"/>	ROBBERY: Interior	Messenger	<input type="checkbox"/>	OFFICE/STORE -- BURGLARY/ROBBERY
<input checked="" type="checkbox"/>	MONEY & SECURITIES: Inside	\$5,000.00	Outside	\$5,000.00
<input type="checkbox"/>	SAFE BURGLARY		STOCK BURGLARY	
<input checked="" type="checkbox"/>	OTHER (Specify) : Fidelity Bond - Form A - \$5,000		<input type="checkbox"/>	7 Point
			<input type="checkbox"/>	4 Point

LIABILITY COVERAGES Description of Operations:

<input type="checkbox"/>	SCHEDULED	<input checked="" type="checkbox"/> COMMERCIAL GENERAL	Limits of Liability	
<input type="checkbox"/>	Mfrs. & Contractors		Bodily Injury	\$5,000,000.00
<input type="checkbox"/>	O.L. & T.		Property Damage	\$5,000,000.00
<input type="checkbox"/>	Protective		Inclusive B.I. & P.D.	\$5,000,000.00
<input type="checkbox"/>	Garage		Personal Injury	\$5,000,000.00
<input type="checkbox"/>	Storekeepers		Medical Payments	
<input type="checkbox"/>	Employers		\$25,000.00	
<input type="checkbox"/>	Medical Payments		ea. person	
<input type="checkbox"/>	Others (Specify):		ea. occurrence	

AUTOMOBILE

<input type="checkbox"/>	Third Party Liability	<input type="checkbox"/>	All Perils	Ded.	<input type="checkbox"/>	Comprehensive	Ded.
<input type="checkbox"/>	Accident Benefits	<input type="checkbox"/>	Collision	Ded.	<input type="checkbox"/>	Specified Perils	Ded.

OTHER COVERAGES Describe other coverages bound (E.G. Other Multi-Peril, Glass, Etc.)

Flood - \$10,000 deductible Earthquake 5% or \$10,00 min deductible
 Water Damage - \$5,000 Miscellaneous Professional Liability \$5,000,000

SPECIAL CONDITIONS Specify any special conditions, endorsements, etc. Applicable to above coverages bound.

Policy term - January 26, 2021-2022

CONDITIONS : The above coverages are bound in accordance with the terms, conditions and limitations of the policy(ies) in current use by the above listed Insurer(s). This binder will continue in force until replaced by a policy but in no event for a period longer than 0 days from the effective date and hour indicated above. Acceptance of the terms of this binder will be understood UNLESS the Agency/ Broker indicated is advised immediately to the contrary.

Murray Hoffman Insurance Limited.

X M. Leder
 Authorized Representative

Date : 26/01/2021

THE POLICY MAY CONTAIN A CLAUSE(S) WHICH LIMITS THE AMOUNT PAYABLE

TAB F

This is **Exhibit “F”** referred to in the Supplementary Affidavit of TED (EDWARD) HOPKINSON and SWORN BEFORE ME via video-conference with the deponent in the City of Bryn Mawr, in the State of Pennsylvania, United States of America, and the Commissioner in the City of Toronto, Ontario this 29th day of January, 2021

DocuSigned by:

Asim Iqbal

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A Commissioner for Taking Affidavits

Guarantee**1. CUSTOMER GUARANTEED**

The name of the customer whose obligations you are guaranteeing is:

JM Westview Pharma Inc.

(who, together with the Customer's successors, heirs and assigns, shall be referred to herein as the "Customer").

2. OBLIGATIONS GUARANTEED

In consideration of CWB Maxium Financial Inc. (referred to as "we", "our", "ours" and "us" in this Guarantee) dealing with or continuing to deal with the Customer, you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the "Obligations"), both direct and indirect, (whether incurred alone or jointly with others, whether absolute or contingent, whether matured or not matured, and whether for principal, interest or fees) payable to us by the Customer under any and all lease agreements, conditional sale contracts, credit facilities, overdrafts, guarantees, letters of credit, indemnities together with all costs and expenses, including legal fees and expenses, incurred by us in connection with its dealings with the Customer. You agree to be bound by each of the terms and conditions set out below.

3. THE NATURE OF YOUR LIABILITY

Your liability under this Guarantee is CONTINUING, absolute and unconditional. It will not be limited, reduced, or otherwise affected by any one or more of the following events:

- the unenforceability of the Obligations, any security, or any of our other rights against the Customer or any other person
- any change in the terms or amount or existence of the Obligations
- the extension of time for payment to the Customer or the granting of any indulgence or concession to the Customer or any other person
- the taking or not taking of a guarantee from any other person
- not taking, perfecting, registering, or renewing any security
- accepting settlement from, or granting releases or discharges to, the Customer or any other person, including another guarantor
- any delay or default by us in the exercise of any right or remedy against you or the Customer
- your liability under any other guarantee
- the reorganization of the Customer's business (whether by amalgamation, merger, transfer, sale or otherwise)
- any change in the Customer's financial condition
- any change in control of the Customer (if the Customer is a corporation)
- a dissolution or change in membership of the Customer (if the Customer is a partnership)
- the bankruptcy of the Customer or any proceedings commenced by the Customer under the Bankruptcy and Insolvency Act or the Companies Creditors Arrangement Act or successor legislation
- our failure to abide by agreements relating to the Obligations
- a breach of any duty of ours (whether fiduciary or in negligence or otherwise) and whether owed to you, the Customer, or any other person
- incapacity, or lack of status or legal existence of the Customer
- the Customer's account being closed or our ceasing to deal with the Customer
- any irregularity, fraud, defect or lack of authority or formality in incurring the Obligation
- not providing our claim in a bankruptcy of the Customer or not proving our claim in full
- any event whatsoever that might be a defence available to the Customer for its obligation or a defence to you under this Guarantee, all of which are hereby waived

4. CWB MAXIMUM NOT LIABLE

We do not owe you any duty (as a fiduciary or otherwise) and you hereby waive any right to make any claim or counterclaim and to raise any right of set off, equitable or otherwise, arising from any alleged breach of a duty owed to you, or the Customer or any other person. We will not be liable to you nor shall you make any claim for any negligence or any breaches or omissions on our part, or any of our employees, officers, directors or agents, or any receivers appointed by us, in the course of any of our actions or their actions.

5. TERMINATING FURTHER LIABILITY

You may cancel this Guarantee for any future Obligations by providing us with express written notice of any such cancellation. You will, however, continue to be liable under this Guarantee for any of the Obligations that the Customer incurs up to and including the day after we receive your notice and for Obligations arising out of agreements made prior to the receipt of your notice.

6. NO SETOFF OR COUNTERCLAIM

You will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that you have or may have against us or the Customer, which rights you waive. In addition to any rights now or hereafter granted under applicable law, and not by way of limitation of any such rights, we are authorized upon any amounts being payable by you to us hereunder, without notice, any such notice being expressly waived by you, to setoff, appropriate and apply any and all deposits and any other indebtedness at any time held by us, or owing to you, against and on account of the Obligations.

7. REINSTATEMENT

This Guarantee and all other terms of this agreement shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Obligations is rescinded or must otherwise be returned or restored by us by reason of the insolvency, bankruptcy or reorganization of the Customer or for any other reason not involving our wilful misconduct, all as though such payment had not been made.

8. APPLICATION OF MONEYS RECEIVED

We may, without notice, apply all moneys received from you, or the Customer or any other person (including under any security that we may from time to time hold) to such part of the Obligations as we, in our absolute discretion, consider appropriate. We may also revoke and alter any such application.

9. EXHAUSTING RECOURSE

We do not need to exhaust our recourse against the Customer or any other person or under any security interest we may from time to time hold before being entitled to full payment from you under this Guarantee. You waive all benefits of discussion and division.

10. INDEMNITY

As an original and Independent obligation under this Guarantee, you shall (a) indemnify us and keep us indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Customer to make due and punctual payment of any of the Obligations or resulting from any of the Obligations being or becoming void, voidable, unenforceable or ineffective against the Customer (including, without limitation, all legal and other costs, charges and expenses incurred by us in connection with preserving or enforcing, or attempting to preserve or enforce, our rights under this Guarantee), and (b) pay on demand the amount of such cost, loss, expense or liability whether or not we have attempted to enforce any rights against the Customer, any other guarantor, or any other person.

11. POSTPONED SUBROGATION

Until the Obligations have been paid in full, you will not make any claim for repayment or contribution from the Customer or any guarantor, for any payment that you make under this Guarantee. Until all the Obligations are paid in full, we may include in our claim in the bankruptcy of the Customer the amount paid by you under this Guarantee and receive dividends in respect of that claim because you assign to us your right to prove your claim and receive dividends.

12. COSTS AND EXPENSES

You agree to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of our in-house lawyers. You will pay the legal fees on a solicitor and own client basis.

13. ASSIGNMENT AND POSTPONEMENT OF CLAIMS

You postpone the repayment of all present and future debts and liabilities that the Customer owes to you to the prior payment to us of the Obligations. You assign to us all such debts and liabilities, until the Obligations are repaid in full. If you receive any moneys in payment of any of such debts and liabilities, you will hold them in trust for, and will immediately pay them to, us without reducing your liability under this Guarantee.

14. CONSENT TO DISCLOSE INFORMATION

We may from time to time give any credit or other information about you to, or receive such information from, any credit bureau, reporting agency or other person.

15. ASSIGNMENT OF OBLIGATIONS

We may, without notice, sell or assign the Obligations and in such case, our assignee may enforce this Guarantee and we may enforce this Guarantee for any part of the Obligations not sold or assigned.

16. GOVERNING LAW

This Guarantee shall be construed in accordance with the laws of the province where the Customer's account is held and you irrevocably submit to the exclusive jurisdiction of the courts of that province.

17. GENERAL

Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more persons sign this Guarantee, each person's liability will be joint and several. This Guarantee is in addition and without prejudice to any security of any kind now or in the future held by us. There are no representations, collateral agreements, warranties, or conditions with respect to, or affecting your liability under this Guarantee other than as contained in this Guarantee. No alteration or waiver of this Guarantee or any of its terms or conditions shall be binding on us unless expressly made in writing by us. Our written statement of the amount of the Obligations shall be conclusive and binding on you. You expressly waive notice of the existence or creation of all or any of the Obligations, presentment, demand, notice of dishonor, protest and all other notices whatsoever.

18. FURTHER ASSURANCES

You shall do, execute and deliver or shall cause to be done, executed and delivered all such further acts, documents and things as we may reasonably request for the purpose of giving effect to this Guarantee.

19. DEFINITIONS

In this Guarantee "you", "your" and "yours" refer to the guarantor named below.

Dated this AUG 02 2018

IN WITNESS WHEREOF:

BY:

Name:

Guaranteee

Witness

BY:

John Gerges

CWB Maxium Financial Inc.
Guarantee

1. CUSTOMER GUARANTEED

The name of the customer whose obligations you are guaranteeing is:

(who, together with the Customer's successors, heirs and assigns, shall be referred to herein as the "Customer").

Westway Holdings Inc.

2. OBLIGATIONS GUARANTEED

In consideration of CWB Maxium Financial Inc. (referred to as "we", "our", "ours" and "us" in this Guarantee) dealing with or continuing to deal with the Customer, you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the "Obligations"), both direct and indirect, (whether incurred alone or jointly with others, whether absolute or contingent, whether matured or not matured, and whether for principal, interest or fees) payable to us by the Customer under any and all lease agreements, conditional sale contracts, credit facilities, overdrafts, guarantees, letters of credit, indemnities together with all costs and expenses, including legal fees and expenses, incurred by us in connection with its dealings with the Customer. You agree to be bound by each of the terms and conditions set out below.

3. THE NATURE OF YOUR LIABILITY

Your liability under this Guarantee is CONTINUING, absolute and unconditional. It will not be limited, reduced, or otherwise affected by any one or more of the following events:

- the unenforceability of the Obligations, any security, or any of our other rights against the Customer or any other person
- any change in the terms or amount or existence of the Obligations
- the extension of time for payment to the Customer or the granting of any indulgence or concession to the Customer or any other person
- the taking or not taking of a guarantee from any other person
- not taking, perfecting, registering, or renewing any security
- accepting settlement from, or granting releases or discharges to, the Customer or any other person, including another guarantor
- any delay or default by us in the exercise of any right or remedy against you or the Customer
- your liability under any other guarantee
- the reorganization of the Customer's business (whether by amalgamation, merger, transfer, sale or otherwise)
- any change in the Customer's financial condition
- any change in control of the Customer (if the Customer is a corporation)
- a dissolution or change in membership of the Customer (if the Customer is a partnership)
- the bankruptcy of the Customer or any proceedings commenced by the Customer under the *Bankruptcy and Insolvency Act* or the *Companies Creditors Arrangement Act* or successor legislation
- our failure to abide by agreements relating to the Obligations
- a breach of any duty of ours (whether fiduciary or in negligence or otherwise) and whether owed to you, the Customer, or any other person
- incapacity, or lack of status or legal existence of the Customer
- the Customer's account being closed or our ceasing to deal with the Customer
- any irregularity, fraud, defect or lack of authority or formality in incurring the Obligation
- not providing our claim in a bankruptcy of the Customer or not proving our claim in full
- any event whatsoever that might be a defence available to the Customer for its obligation or a defence to you under this Guarantee, all of which are hereby waived

4. CWB MAXIMUM NOT LIABLE

We do not owe you any duty (as a fiduciary or otherwise) and you hereby waive any right to make any claim or counterclaim and to raise any right of set off, equitable or otherwise, arising from any alleged breach of a duty owed to you, or the Customer or any other person. We will not be liable to you nor shall you make any claim for any negligence or any breaches or omissions on our part, or any of our employees, officers, directors or agents, or any receivers appointed by us, in the course of any of our actions or their actions.

5. TERMINATING FURTHER LIABILITY

You may cancel this Guarantee for any future Obligations by providing us with express written notice of any such cancellation. You will, however, continue to be liable under this Guarantee for any of the Obligations that the Customer incurs up to and including the day after we receive your notice and for Obligations arising out of agreements made prior to the receipt of your notice.

6. NO SETOFF OR COUNTERCLAIM

You will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that you have or may have against us or the Customer, which rights you waive. In addition to any rights now or hereafter granted under applicable law, and not by way of limitation of any such rights, we are authorized upon any amounts being payable by you to us hereunder, without notice, any such notice being expressly waived by you, to setoff, appropriate and apply any and all deposits and any other indebtedness at any time held by us, or owing to you, against and on account of the Obligations.

7. REINSTATEMENT

This Guarantee and all other terms of this agreement shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Obligations is rescinded or must otherwise be returned or restored by us by reason of the insolvency, bankruptcy or reorganization of the Customer or for any other reason not involving our wilful misconduct, all as though such payment had not been made.

8. APPLICATION OF MONEYS RECEIVED

We may, without notice, apply all moneys received from you, or the Customer or any other person (including under any security that we may from time to time hold) to such part of the Obligations as we, in our absolute discretion, consider appropriate. We may also revoke and alter any such application.

9. EXHAUSTING RECOURSE

We do not need to exhaust our recourse against the Customer or any other person or under any security interest we may from time to time hold before being entitled to full payment from you under this Guarantee. You waive all benefits of discussion and division.

10. INDEMNITY

As an original and independent obligation under this Guarantee, you shall (a) indemnify us and keep us indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Customer to make due and punctual payment of any of the Obligations or resulting from any of the Obligations being or becoming void, voidable, unenforceable or ineffective against the Customer (including, without limitation, all legal and other costs, charges and expenses incurred by us in connection with preserving or enforcing, or attempting to preserve or enforce, our rights under this Guarantee), and (b) pay on demand the amount of such cost, loss, expense or liability whether or not we have attempted to enforce any rights against the Customer, any other guarantor, or any other person.

11. POSTPONED SUBROGATION

Until the Obligations have been paid in full, you will not make any claim for repayment or contribution from the Customer or any guarantor, for any payment that you make under this Guarantee. Until all the Obligations are paid in full, we may include in our claim in the bankruptcy of the Customer the amount paid by you under this Guarantee and receive dividends in respect of that claim because you assign to us your right to prove your claim and receive dividends.

12. COSTS AND EXPENSES

You agree to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of our in-house lawyers. You will pay the legal fees on a solicitor and own client basis.

13. ASSIGNMENT AND POSTPONEMENT OF CLAIMS

You postpone the repayment of all present and future debts and liabilities that the Customer owes to you to the prior payment to us of the Obligations. You assign to us all such debts and liabilities, until the Obligations are repaid in full. If you receive any moneys in payment of any of such debts and liabilities, you will hold them in trust for, and will immediately pay them to, us without reducing your liability under this Guarantee.

14. CONSENT TO DISCLOSE INFORMATION

We may from time to time give any credit or other information about you to, or receive such information from, any credit bureau, reporting agency or other person.

15. ASSIGNMENT OF OBLIGATIONS

We may, without notice, sell or assign the Obligations and in such case, our assignee may enforce this Guarantee and we may enforce this Guarantee for any part of the Obligations not sold or assigned.

16. GOVERNING LAW

This Guarantee shall be construed in accordance with the laws of the province where the Customer's account is held and you irrevocably submit to the exclusive jurisdiction of the courts of that province.

17. GENERAL

Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more persons sign this Guarantee, each person's liability will be joint and several. This Guarantee is in addition and without prejudice to any security of any kind now or in the future held by us. There are no representations, collateral agreements, warranties, or conditions with respect to, or affecting your liability under this Guarantee other than as contained in this Guarantee. No alteration or waiver of this Guarantee or any of its terms or conditions shall be binding on us unless expressly made in writing by us. Our written statement of the amount of the Obligations shall be conclusive and binding on you. You expressly waive notice of the existence or creation of all or any of the Obligations, presentment, demand, notice of dishonor, protest and all other notices whatsoever.

18. FURTHER ASSURANCES

You shall do, execute and deliver or shall cause to be done, executed and delivered all such further acts, documents and things as we may reasonably request for the purpose of giving effect to this Guarantee.

19. DEFINITIONS

In this Guarantee "you" "your" and "yours" refer to the guarantor named below.

Dated this 22 day of January 2018

IN WITNESS WHEREOF:

BY:

Name: MARSHA RAMPERSAD

Guaranteee

BY:

John Gerges

1. CUSTOMER GUARANTEED

The name of the customer whose obligations you are guaranteeing is:

Toronto Apothecary Pharma Inc.

(who, together with the Customer's successors, heirs and assigns, shall be referred to herein as the "Customer").

2. OBLIGATIONS GUARANTEED

In consideration of CWB Maxium Financial Inc. (referred to as "we", "our", "ours" and "us" in this Guarantee) dealing with or continuing to deal with the Customer, you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the "Obligations"), both direct and indirect, (whether incurred alone or jointly with others, whether absolute or contingent, whether matured or not matured, and whether for principal, interest or fees) payable to us by the Customer under any and all lease agreements, conditional sale contracts, credit facilities, overdrafts, guarantees, letters of credit, indemnities together with all costs and expenses, including legal fees and expenses, incurred by us in connection with its dealings with the Customer. You agree to be bound by each of the terms and conditions set out below.

3. THE NATURE OF YOUR LIABILITY

Your liability under this Guarantee is CONTINUING, absolute and unconditional. It will not be limited, reduced, or otherwise affected by any one or more of the following events:

- the unenforceability of the Obligations, any security, or any of our other rights against the Customer or any other person
- any change in the terms or amount or existence of the Obligations
- the extension of time for payment to the Customer or the granting of any indulgence or concession to the Customer or any other person
- the taking or not taking of a guarantee from any other person
- not taking, perfecting, registering, or renewing any security
- accepting settlement from, or granting releases or discharges to, the Customer or any other person, including another guarantor
- any delay or default by us in the exercise of any right or remedy against you or the Customer
- your liability under any other guarantee
- the reorganization of the Customer's business (whether by amalgamation, merger, transfer, sale or otherwise)
- any change in the Customer's financial condition
- any change in control of the Customer (if the Customer is a corporation)
- a dissolution or change in membership of the Customer (if the Customer is a partnership)
- the bankruptcy of the Customer or any proceedings commenced by the Customer under the *Bankruptcy and Insolvency Act* or the *Companies Creditors Arrangement Act* or successor legislation
- our failure to abide by agreements relating to the Obligations
- a breach of any duty of ours (whether fiduciary or in negligence or otherwise) and whether owed to you, the Customer, or any other person
- incapacity, or lack of status or legal existence of the Customer
- the Customer's account being closed or our ceasing to deal with the Customer
- any irregularity, fraud, defect or lack of authority or formality in incurring the Obligation
- not providing our claim in a bankruptcy of the Customer or not proving our claim in full
- any event whatsoever that might be a defence available to the Customer for its obligation or a defence to you under this Guarantee, all of which are hereby waived

4. CWB MAXIMUM NOT LIABLE

We do not owe you any duty (as a fiduciary or otherwise) and you hereby waive any right to make any claim or counterclaim and to raise any right of set off, equitable or otherwise, arising from any alleged breach of a duty owed to you, or the Customer or any other person. We will not be liable to you nor shall you make any claim for any negligence or any breaches or omissions on our part, or any of our employees, officers, directors or agents, or any receivers appointed by us, in the course of any of our actions or their actions.

5. TERMINATING FURTHER LIABILITY

You may cancel this Guarantee for any future Obligations by providing us with express written notice of any such cancellation. You will, however, continue to be liable under this Guarantee for any of the Obligations that the Customer incurs up to and including the day after we receive your notice and for Obligations arising out of agreements made prior to the receipt of your notice.

6. NO SETOFF OR COUNTERCLAIM

You will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that you have or may have against us or the Customer, which rights you waive. In addition to any rights now or hereafter granted under applicable law, and not by way of limitation of any such rights, we are authorized upon any amounts being payable by you to us hereunder, without notice, any such notice being expressly waived by you, to setoff, appropriate and apply any and all deposits and any other indebtedness at any time held by us, or owing to you, against and on account of the Obligations.

7. REINSTATEMENT

This Guarantee and all other terms of this agreement shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Obligations is rescinded or must otherwise be returned or restored by us by reason of the insolvency, bankruptcy or reorganization of the Customer or for any other reason not involving our willful misconduct, all as though such payment had not been made.

8. APPLICATION OF MONEYS RECEIVED

We may, without notice, apply all moneys received from you, or the Customer or any other person (including under any security that we may from time to time hold) to such part of the Obligations as we, in our absolute discretion, consider appropriate. We may also revoke and alter any such application.

9. EXHAUSTING RECOURSE

We do not need to exhaust our recourse against the Customer or any other person or under any security interest we may from time to time hold before being entitled to full payment from you under this Guarantee. You waive all benefits of discussion and division.

10. INDEMNITY

As an original and independent obligation under this Guarantee, you shall (a) indemnify us and keep us indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Customer to make due and punctual payment of any of the Obligations or resulting from any of the Obligations being or becoming void, voidable, unenforceable or ineffective against the Customer (including, without limitation, all legal and other costs, charges and expenses incurred by us in connection with preserving or enforcing, or attempting to preserve or enforce, our rights under this Guarantee), and (b) pay on demand the amount of such cost, loss, expense or liability whether or not we have attempted to enforce any rights against the Customer, any other guarantor, or any other person.

11. POSTPONED SUBROGATION

Until the Obligations have been paid in full, you will not make any claim for repayment or contribution from the Customer or any guarantor, for any payment that you make under this Guarantee. Until all the Obligations are paid in full, we may include in our claim in the bankruptcy of the Customer the amount paid by you under this Guarantee and receive dividends in respect of that claim because you assign to us your right to prove your claim and receive dividends.

12. COSTS AND EXPENSES

You agree to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of our in-house lawyers. You will pay the legal fees on a solicitor and own client basis.

13. ASSIGNMENT AND POSTPONEMENT OF CLAIMS

You postpone the repayment of all present and future debts and liabilities that the Customer owes to you to the prior payment to us of the Obligations. You assign to us all such debts and liabilities, until the Obligations are repaid in full. If you receive any moneys in payment of any of such debts and liabilities, you will hold them in trust for, and will immediately pay them to, us without reducing your liability under this Guarantee.

14. CONSENT TO DISCLOSE INFORMATION

We may from time to time give any credit or other information about you to, or receive such information from, any credit bureau, reporting agency or other person.

15. ASSIGNMENT OF OBLIGATIONS

We may, without notice, sell or assign the Obligations and in such case, our assignee may enforce this Guarantee and we may enforce this Guarantee for any part of the Obligations not sold or assigned.

16. GOVERNING LAW

This Guarantee shall be construed in accordance with the laws of the province where the Customer's account is held and you irrevocably submit to the exclusive jurisdiction of the courts of that province.

17. GENERAL

Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more persons sign this Guarantee, each person's liability will be joint and several. This Guarantee is in addition and without prejudice to any security of any kind now or in the future held by us. There are no representations, collateral agreements, warranties, or conditions with respect to, or affecting your liability under this Guarantee other than as contained in this Guarantee. No alteration or waiver of this Guarantee or any of its terms or conditions shall be binding on us unless expressly made in writing by us. Our written statement of the amount of the Obligations shall be conclusive and binding on you. You expressly waive notice of the existence or creation of all or any of the Obligations, presentment, demand, notice of dishonor, protest and all other notices whatsoever.

18. FURTHER ASSURANCES

You shall do, execute and deliver or shall cause to be done, executed and delivered all such further acts, documents and things as we may reasonably request for the purpose of giving effect to this Guarantee.

19. DEFINITIONS

In this Guarantee "you" "your" and "yours" refer to the guarantor named below.

Dated this 11 day of March 2016

IN WITNESS WHEREOF:

BY:

Name:

Michael Rampenard

Guaranteee

BY:

John Gerdes

CWB Maxium Financial Services Inc.
Guaranteee

1. CUSTOMER GUARANTEED

The name of the customer whose obligations you are guaranteeing is:

(who, together with the Customer's successors, heirs and assigns, shall be referred to herein as the "Customer").

Stoney Creek Pharma Inc.

2. OBLIGATIONS GUARANTEED

In consideration of CWB Maxium Financial Inc. (referred to as "we", "our", "ours" and "us" in this Guarantee) dealing with or continuing to deal with the Customer, you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the "Obligations"), both direct and indirect, (whether incurred alone or jointly with others, whether absolute or contingent, whether matured or not matured, and whether for principal, interest or fees) payable to us by the Customer under any and all lease agreements, conditional sale contracts, credit facilities, overdrafts, guarantees, letters of credit, indemnities together with all costs and expenses, including legal fees and expenses, incurred by us in connection with its dealings with the Customer. You agree to be bound by each of the terms and conditions set out below.

3. THE NATURE OF YOUR LIABILITY

Your liability under this Guarantee is CONTINUING, absolute and unconditional. It will not be limited, reduced, or otherwise affected by any one or more of the following events:

- the unenforceability of the Obligations, any security, or any of our other rights against the Customer or any other person
- any change in the terms or amount or existence of the Obligations
- the extension of time for payment to the Customer or the granting of any indulgence or concession to the Customer or any other person
- the taking or not taking of a guarantee from any other person
- not taking, perfecting, registering, or renewing any security
- accepting settlement from, or granting releases or discharges to, the Customer or any other person, including another guarantor
- any delay or default by us in the exercise of any right or remedy against you or the Customer
- your liability under any other guarantee
- the reorganization of the Customer's business (whether by amalgamation, merger, transfer, sale or otherwise)
- any change in the Customer's financial condition
- any change in control of the Customer (if the Customer is a corporation)
- a dissolution or change in membership of the Customer (if the Customer is a partnership)
- the bankruptcy of the Customer or any proceedings commenced by the Customer under the *Bankruptcy and Insolvency Act* or the *Companies Creditors Arrangement Act* or successor legislation
- our failure to abide by agreements relating to the Obligations
- a breach of any duty of ours (whether fiduciary or in negligence or otherwise) and whether owed to you, the Customer, or any other person
- incapacity, or lack of status or legal existence of the Customer
- the Customer's account being closed or our ceasing to deal with the Customer
- any irregularity, fraud, defect or lack of authority or formality in incurring the Obligation
- not providing our claim in a bankruptcy of the Customer or not proving our claim in full
- any event whatsoever that might be a defence available to the Customer for its obligation or a defence to you under this Guarantee, all of which are hereby waived

4. CWB MAXIMUM NOT LIABLE

We do not owe you any duty (as a fiduciary or otherwise) and you hereby waive any right to make any claim or counterclaim and to raise any right of set off, equitable or otherwise, arising from any alleged breach of a duty owed to you, or the Customer or any other person. We will not be liable to you nor shall you make any claim for any negligence or any breaches or omissions on our part, or any of our employees, officers, directors or agents, or any receivers appointed by us, in the course of any of our actions or their actions.

5. TERMINATING FURTHER LIABILITY

You may cancel this Guarantee for any future Obligations by providing us with express written notice of any such cancellation. You will, however, continue to be liable under this Guarantee for any of the Obligations that the Customer incurs up to and including the day after we receive your notice and for Obligations arising out of agreements made prior to the receipt of your notice.

6. NO SETOFF OR COUNTERCLAIM

You will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that you have or may have against us or the Customer, which rights you waive. In addition to any rights now or hereafter granted under applicable law, and not by way of limitation of any such rights, we are authorized upon any amounts being payable by you to us hereunder, without notice, any such notice being expressly waived by you, to setoff, appropriate and apply any and all deposits and any other indebtedness at any time held by us, or owing to you, against and on account of the Obligations.

7. REINSTATEMENT

This Guarantee and all other terms of this agreement shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Obligations is rescinded or must otherwise be returned or restored by us by reason of the insolvency, bankruptcy or reorganization of the Customer or for any other reason not involving our wilful misconduct, all as though such payment had not been made.

8. APPLICATION OF MONEYS RECEIVED

We may, without notice, apply all moneys received from you, or the Customer or any other person (including under any security that we may from time to time hold) to such part of the Obligations as we, in our absolute discretion, consider appropriate. We may also revoke and alter any such application.

9. EXHAUSTING RECOURSE

We do not need to exhaust our recourse against the Customer or any other person or under any security interest we may from time to time hold before being entitled to full payment from you under this Guarantee. You waive all benefits of discussion and division.

10. INDEMNITY

As an original and independent obligation under this Guarantee, you shall (a) indemnify us and keep us indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Customer to make due and punctual payment of any of the Obligations or resulting from any of the Obligations being or becoming void, voidable, unenforceable or ineffective against the Customer (including, without limitation, all legal and other costs, charges and expenses incurred by us in connection with preserving or enforcing, or attempting to preserve or enforce, our rights under this Guarantee), and (b) pay on demand the amount of such cost, loss, expense or liability whether or not we have attempted to enforce any rights against the Customer, any other guarantor, or any other person.

11. POSTPONED SUBROGATION

Until the Obligations have been paid in full, you will not make any claim for repayment or contribution from the Customer or any guarantor, for any payment that you make under this Guarantee. Until all the Obligations are paid in full, we may include in our claim in the bankruptcy of the Customer the amount paid by you under this Guarantee and receive dividends in respect of that claim because you assign to us your right to prove your claim and receive dividends.

12. COSTS AND EXPENSES

You agree to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of our in-house lawyers. You will pay the legal fees on a solicitor and own client basis.

13. ASSIGNMENT AND POSTPONEMENT OF CLAIMS

You postpone the repayment of all present and future debts and liabilities that the Customer owes to you to the prior payment to us of the Obligations. You assign to us all such debts and liabilities, until the Obligations are repaid in full. If you receive any moneys in payment of any of such debts and liabilities, you will hold them in trust for, and will immediately pay them to, us without reducing your liability under this Guarantee.

14. CONSENT TO DISCLOSE INFORMATION

We may from time to time give any credit or other information about you to, or receive such information from, any credit bureau, reporting agency or other person.

15. ASSIGNMENT OF OBLIGATIONS

We may, without notice, sell or assign the Obligations and in such case, our assignee may enforce this Guarantee and we may enforce this Guarantee for any part of the Obligations not sold or assigned.

16. GOVERNING LAW

This Guarantee shall be construed in accordance with the laws of the province where the Customer's account is held and you irrevocably submit to the exclusive jurisdiction of the courts of that province.

17. GENERAL

Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more persons sign this Guarantee, each person's liability will be joint and several. This Guarantee is in addition and without prejudice to any security of any kind now or in the future held by us. There are no representations, collateral agreements, warranties, or conditions with respect to, or affecting your liability under this Guarantee other than as contained in this Guarantee. No alteration or waiver of this Guarantee or any of its terms or conditions shall be binding on us unless expressly made in writing by us. Our written statement of the amount of the Obligations shall be conclusive and binding on you. You expressly waive notice of the existence or creation of all or any of the Obligations, presentment, demand, notice of dishonor, protest and all other notices whatsoever.

18. FURTHER ASSURANCES

You shall do, execute and deliver or shall cause to be done, executed and delivered all such further acts, documents and things as we may reasonably request for the purpose of giving effect to this Guarantee.

19. DEFINITIONS

In this Guarantee "you" "your" and "yours" refer to the guarantor named below.

Dated this 15 day of August 2016

IN WITNESS WHEREOF:

BY:

Name:

RALPH MICHAEL LEVINE

Guaranteee

BY:

John Gerges

**CWB Maxium Financial Services Inc.
Guarantee**

1. CUSTOMER GUARANTEED

The name of the customer whose obligations you are guaranteeing is:

(who, together with the Customer's successors, heirs and assigns, shall be referred to herein as the "Customer").

St. Mary Theotokos Pharma Inc.

2. OBLIGATIONS GUARANTEED

In consideration of CWB Maxium Financial Inc. (referred to as "we", "our", "ours" and "us" in this Guarantee) dealing with or continuing to deal with the Customer, you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the "Obligations"), both direct and indirect, (whether incurred alone or jointly with others, whether absolute or contingent, whether matured or not matured, and whether for principal, interest or fees) payable to us by the Customer under any and all lease agreements, conditional sale contracts, credit facilities, overdrafts, guarantees, letters of credit, indemnities together with all costs and expenses, including legal fees and expenses, incurred by us in connection with its dealings with the Customer. You agree to be bound by each of the terms and conditions set out below.

3. THE NATURE OF YOUR LIABILITY

Your liability under this Guarantee is CONTINUING, absolute and unconditional. It will not be limited, reduced, or otherwise affected by any one or more of the following events:

- the unenforceability of the Obligations, any security, or any of our other rights against the Customer or any other person
- any change in the terms or amount or existence of the Obligations
- the extension of time for payment to the Customer or the granting of any indulgence or concession to the Customer or any other person
- the taking or not taking of a guarantee from any other person
- not taking, perfecting, registering, or renewing any security
- accepting settlement from, or granting releases or discharges to, the Customer or any other person, including another guarantor
- any delay or default by us in the exercise of any right or remedy against you or the Customer
- your liability under any other guarantee
- the reorganization of the Customer's business (whether by amalgamation, merger, transfer, sale or otherwise)
- any change in the Customer's financial condition
- any change in control of the Customer (if the Customer is a corporation)
- a dissolution or change in membership of the Customer (if the Customer is a partnership)
- the bankruptcy of the Customer or any proceedings commenced by the Customer under the *Bankruptcy and Insolvency Act* or the *Companies Creditors Arrangement Act* or successor legislation
- our failure to abide by agreements relating to the Obligations
- a breach of any duty of ours (whether fiduciary or in negligence or otherwise) and whether owed to you, the Customer, or any other person
- incapacity, or lack of status or legal existence of the Customer
- the Customer's account being closed or our ceasing to deal with the Customer
- any irregularity, fraud, defect or lack of authority or formality in incurring the Obligation
- not providing our claim in a bankruptcy of the Customer or not proving our claim in full
- any event whatsoever that might be a defence available to the Customer for its obligation or a defence to you under this Guarantee, all of which are hereby waived

4. CWB MAXIMUM NOT LIABLE

We do not owe you any duty (as a fiduciary or otherwise) and you hereby waive any right to make any claim or counterclaim and to raise any right of set off, equitable or otherwise, arising from any alleged breach of a duty owed to you, or the Customer or any other person. We will not be liable to you nor shall you make any claim for any negligence or any breaches or omissions on our part, or any of our employees, officers, directors or agents, or any receivers appointed by us, in the course of any of our actions or their actions.

5. TERMINATING FURTHER LIABILITY

You may cancel this Guarantee for any future Obligations by providing us with express written notice of any such cancellation. You will, however, continue to be liable under this Guarantee for any of the Obligations that the Customer incurs up to and including the day after we receive your notice and for Obligations arising out of agreements made prior to the receipt of your notice.

6. NO SETOFF OR COUNTERCLAIM

You will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that you have or may have against us or the Customer, which rights you waive. In addition to any rights now or hereafter granted under applicable law, and not by way of limitation of any such rights, we are authorized upon any amounts being payable by you to us hereunder, without notice, any such notice being expressly waived by you, to setoff, appropriate and apply any and all deposits and any other indebtedness at any time held by us, or owing to you, against and on account of the Obligations.

7. REINSTATEMENT

This Guarantee and all other terms of this agreement shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Obligations is rescinded or must otherwise be returned or restored by us by reason of the insolvency, bankruptcy or reorganization of the Customer or for any other reason not involving our wilful misconduct, all as though such payment had not been made.

8. APPLICATION OF MONEYS RECEIVED

We may, without notice, apply all moneys received from you, or the Customer or any other person (including under any security that we may from time to time hold) to such part of the Obligations as we, in our absolute discretion, consider appropriate. We may also revoke and alter any such application.

9. EXHAUSTING RECOURSE

We do not need to exhaust our recourse against the Customer or any other person or under any security interest we may from time to time hold before being entitled to full payment from you under this Guarantee. You waive all benefits of discussion and division.

10. INDEMNITY

As an original and independent obligation under this Guarantee, you shall (a) indemnify us and keep us indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Customer to make due and punctual payment of any of the Obligations or resulting from any of the Obligations being or becoming void, voidable, unenforceable or ineffective against the Customer (including, without limitation, all legal and other costs, charges and expenses incurred by us in connection with preserving or enforcing, or attempting to preserve or enforce, our rights under this Guarantee), and (b) pay on demand the amount of such cost, loss, expense or liability whether or not we have attempted to enforce any rights against the Customer, any other guarantor, or any other person.

11. POSTPONED SUBROGATION

Until the Obligations have been paid in full, you will not make any claim for repayment or contribution from the Customer or any guarantor, for any payment that you make under this Guarantee. Until all the Obligations are paid in full, we may include in our claim in the bankruptcy of the Customer the amount paid by you under this Guarantee and receive dividends in respect of that claim because you assign to us your right to prove your claim and receive dividends.

12. COSTS AND EXPENSES

You agree to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of our in-house lawyers. You will pay the legal fees on a solicitor and own client basis.

13. ASSIGNMENT AND POSTPONEMENT OF CLAIMS

You postpone the repayment of all present and future debts and liabilities that the Customer owes to you to the prior payment to us of the Obligations. You assign to us all such debts and liabilities, until the Obligations are repaid in full. If you receive any moneys in payment of any of such debts and liabilities, you will hold them in trust for, and will immediately pay them to, us without reducing your liability under this Guarantee.

14. CONSENT TO DISCLOSE INFORMATION

We may from time to time give any credit or other information about you to, or receive such information from, any credit bureau, reporting agency or other person.

15. ASSIGNMENT OF OBLIGATIONS

We may, without notice, sell or assign the Obligations and in such case, our assignee may enforce this Guarantee and we may enforce this Guarantee for any part of the Obligations not sold or assigned.

16. GOVERNING LAW

This Guarantee shall be construed in accordance with the laws of the province where the Customer's account is held and you irrevocably submit to the exclusive jurisdiction of the courts of that province.

17. GENERAL

Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more persons sign this Guarantee, each person's liability will be joint and several. This Guarantee is in addition and without prejudice to any security of any kind now or in the future held by us. There are no representations, collateral agreements, warranties, or conditions with respect to, or affecting your liability under this Guarantee other than as contained in this Guarantee. No alteration or waiver of this Guarantee or any of its terms or conditions shall be binding on us unless expressly made in writing by us. Our written statement of the amount of the Obligations shall be conclusive and binding on you. You expressly waive notice of the existence or creation of all or any of the Obligations, presentment, demand, notice of dishonor, protest and all other notices whatsoever.

18. FURTHER ASSURANCES

You shall do, execute and deliver or shall cause to be done, executed and delivered all such further acts, documents and things as we may reasonably request for the purpose of giving effect to this Guarantee.

19. DEFINITIONS

In this Guarantee "you" "your" and "yours" refer to the guarantor named below.

Dated this 18th day of August 2016

IN WITNESS WHEREOF:

BY:

Name:

Guaranteee

BY:

John Geroges

element

GUARANTEE

4 Robert Speck Parkway, Suite 900, Mississauga, Ontario, L4Z 1S1
Phone: (905)-366-2142 Toll Free: (866)-797-8489 Fax: (866)-797-8488

For value received the undersigned John Gerges (the "Guarantor") hereby guarantees to ELEMENT FINANCIAL CORPORATION ("Element") payment, forthwith after demand made therefore as hereinafter provided, of all indebtedness and liability (past, present and future, direct or indirect, absolute or contingent, matured or not) of BLESS RIVER PHARMA INC. as ("the Obligor") to Element whether arising from the agreement or dealings between Element and the Obligor or from agreement or dealings between Element and any third party by which the Obligor now is or hereafter may become indebted or liable to Element or however otherwise arising and whether the Obligor be bound alone or with another or others and whether as principal or surety or guarantor, and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several.
2. Element may increase, reduce, discontinue or otherwise vary the Obligor's credit, grant time, renewals, extension, releases and discharges to take and give up security (which may include other guarantees), and otherwise deal with the Obligor or others or from the sale or other disposal of security upon such part of the Obligor's liability as Element may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of Element against the Obligor or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be continuing security for payment by the Obligor to Element of all the indebtedness and liability aforesaid.
4. Element shall not be bound to exhaust its recourse against the Obligor or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of security received by Element from the Obligor or others, whether occasioned through the fault of Element or otherwise, shall not discharge or limit the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Obligor, or, if the Obligor is a partnership, any change or changes in the membership of the Obligor's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Obligor.
7. All monies, advances, renewals and credits borrowed or obtained from Element shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Obligor or the directors, partners or agents thereof, or that the Obligor may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to Element after demand thereof by Element.
8. Any account settled or stated by or between Element and the Obligor shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Obligor to Element is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Obligor's indebtedness and liabilities have been paid in full. If Element should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Obligor or the Obligor's estate until Element's claims against the Obligor have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Obligor (whether voluntary or compulsory) or in the event that the Obligor shall make a bulk sale of any of the Obligor's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, Element shall have the right to rank for its full claim and receive dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to Element by the Obligor.
10. Any notice or demand which Element may wish to give may be served on the Guarantor either personally on the Guarantor or the Guarantor's legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known address of the Guarantor to be served as it appears on Element's records and the notice so sent shall be deemed to be received on the second business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Obligor to Element, the Guarantor hereby grants to Element a security interest in all debts and liabilities, present and future, of the Obligor to the Guarantor, all of which are hereby assigned by the Guarantor to Element and postponed to the present and future debts and liabilities of the Obligor to Element. ~~Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to Element, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment~~

element

GUARANTEE

4 Robert Speck Parkway, Suite 900, Mississauga, Ontario, L4Z 1S1
 Phone: (905)-366-2142 Toll Free: (866)-797-8489 Fax: (866)-797-8488

and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of Element, be severed therefrom. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from Element a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this agreement.

12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Obligor to Element then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until Element has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default Element may maintain an action upon this guarantee whether or not the Obligor is joined therein or separate action is brought against the Obligor or judgment obtained against the Guarantor. Element's rights are cumulative and shall not be exhausted by the exercise of any number of successive actions until and unless all indebtedness and liability guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to Element on demand (in addition to all debts and liabilities of the Obligor hereby guaranteed) all costs, charges and expenses (including without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by Element for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by Element of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate equal to 3% above the rate published by The Bank of Nova Scotia from time to time as The Bank of Nova Scotia's prime lending rate. A statement signed by an officer of Element confirmed as The Bank of Nova Scotia's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by Element. Without limiting the generality of the foregoing, all limits and evidence of the liability pursuant to any guarantee now or hereafter held by Element shall be cumulative.
15. There are no representations, warranties, collateral agreement or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof of any other proposed or intended signatory or signatories.
16. This instrument shall be construed in accordance with the laws of the province of residence of the Guarantor, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the course of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit Element's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successor's and assigns of Element and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

Given under seal at Toronto, Ontario this 26 day of August 2015.

Guarantor:

John Gerges

X

Witness Signature:

X

Witness Name:

X

Address:

X

Phone:

X

CWB Maxium Financial Inc.
Guarantee

1. CUSTOMER GUARANTEED

The name of the customer whose obligations you are guaranteeing is:

Maple Medi Pharma Inc.

(who, together with the Customer's successors, heirs and assigns, shall be referred to herein as the "Customer").

2. OBLIGATIONS GUARANTEED

In consideration of CWB Maxium Financial Inc. (referred to as "we", "our", "ours" and "us" in this Guarantee) dealing with or continuing to deal with the Customer, you guarantee payment to us on demand, of all present and future lease payments and obligations, conditional sale instalments and obligations, and any other debts and liabilities (collectively, the "Obligations"), both direct and indirect, (whether incurred alone or jointly with others, whether absolute or contingent, whether matured or not matured, and whether for principal, interest or fees) payable to us by the Customer under any and all lease agreements, conditional sale contracts, credit facilities, overdrafts, guarantees, letters of credit, indemnities together with all costs and expenses, including legal fees and expenses, incurred by us in connection with its dealings with the Customer. You agree to be bound by each of the terms and conditions set out below.

3. THE NATURE OF YOUR LIABILITY

Your liability under this Guarantee is CONTINUING, absolute and unconditional. It will not be limited, reduced, or otherwise affected by any one or more of the following events:

- the unenforceability of the Obligations, any security, or any of our other rights against the Customer or any other person
- any change in the terms or amount or existence of the Obligations
- the extension of time for payment to the Customer or the granting of any indulgence or concession to the Customer or any other person
- the taking or not taking of a guarantee from any other person
- not taking, perfecting, registering, or renewing any security
- accepting settlement from, or granting releases or discharges to, the Customer or any other person, including another guarantor
- any delay or default by us in the exercise of any right or remedy against you or the Customer
- your liability under any other guarantee
- the reorganization of the Customer's business (whether by amalgamation, merger, transfer, sale or otherwise)
- any change in the Customer's financial condition
- any change in control of the Customer (if the Customer is a corporation)
- a dissolution or change in membership of the Customer (if the Customer is a partnership)
- the bankruptcy of the Customer or any proceedings commenced by the Customer under the *Bankruptcy and Insolvency Act* or the *Companies Creditors Arrangement Act* or successor legislation
- our failure to abide by agreements relating to the Obligations
- a breach of any duty of ours (whether fiduciary or in negligence or otherwise) and whether owed to you, the Customer, or any other person
- incapacity, or lack of status or legal existence of the Customer
- the Customer's account being closed or our ceasing to deal with the Customer
- any irregularity, fraud, defect or lack of authority or formality in incurring the Obligation
- not providing our claim in a bankruptcy of the Customer or not proving our claim in full
- any event whatsoever that might be a defence available to the Customer for its obligation or a defence to you under this Guarantee, all of which are hereby waived

4. CWB MAXIMUM NOT LIABLE

We do not owe you any duty (as a fiduciary or otherwise) and you hereby waive any right to make any claim or counterclaim and to raise any right of set off, equitable or otherwise, arising from any alleged breach of a duty owed to you, or the Customer or any other person. We will not be liable to you nor shall you make any claim for any negligence or any breaches or omissions on our part, or any of our employees, officers, directors or agents, or any receivers appointed by us, in the course of any of our actions or their actions.

5. TERMINATING FURTHER LIABILITY

You may cancel this Guarantee for any future Obligations by providing us with express written notice of any such cancellation. You will, however, continue to be liable under this Guarantee for any of the Obligations that the Customer incurs up to and including the day after we receive your notice and for Obligations arising out of agreements made prior to the receipt of your notice.

6. NO SETOFF OR COUNTERCLAIM

You will make all payments required to be made under this Guarantee without regard to any right of setoff or counterclaim that you have or may have against us or the Customer, which rights you waive. In addition to any rights now or hereafter granted under applicable law, and not by way of limitation of any such rights, we are authorized upon any amounts being payable by you to us hereunder, without notice, any such notice being expressly waived by you, to setoff, appropriate and apply any and all deposits and any other indebtedness at any time held by us, or owing to you, against and on account of the Obligations.

7. REINSTATEMENT

This Guarantee and all other terms of this agreement shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Obligations is rescinded or must otherwise be returned or restored by us by reason of the insolvency, bankruptcy or reorganization of the Customer or for any other reason not involving our wilful misconduct, all as though such payment had not been made.

8. APPLICATION OF MONEYS RECEIVED

We may, without notice, apply all moneys received from you, or the Customer or any other person (including under any security that we may from time to time hold) to such part of the Obligations as we, in our absolute discretion, consider appropriate. We may also revoke and alter any such application.

9. EXHAUSTING RECOURSE

We do not need to exhaust our recourse against the Customer or any other person or under any security interest we may from time to time hold before being entitled to full payment from you under this Guarantee. You waive all benefits of discussion and division.

10. INDEMNITY

As an original and independent obligation under this Guarantee, you shall (a) indemnify us and keep us indemnified against any cost, loss, expense or liability of whatever kind resulting from the failure by the Customer to make due and punctual payment of any of the Obligations or resulting from any of the Obligations being or becoming void, voidable, unenforceable or ineffective against the Customer (including, without limitation, all legal and other costs, charges and expenses incurred by us in connection with preserving or enforcing, or attempting to preserve or enforce, our rights under this Guarantee), and (b) pay on demand the amount of such cost, loss, expense or liability whether or not we have attempted to enforce any rights against the Customer, any other guarantor, or any other person.

11. POSTPONED SUBROGATION

Until the Obligations have been paid in full, you will not make any claim for repayment or contribution from the Customer or any guarantor, for any payment that you make under this Guarantee. Until all the Obligations are paid in full, we may include in our claim in the bankruptcy of the Customer the amount paid by you under this Guarantee and receive dividends in respect of that claim because you assign to us your right to prove your claim and receive dividends.

12. COSTS AND EXPENSES

You agree to pay all costs and expenses, including legal fees, of enforcing this Guarantee including the charges and expenses of our in-house lawyers. You will pay the legal fees on a solicitor and own client basis.

13. ASSIGNMENT AND POSTPONEMENT OF CLAIMS

You postpone the repayment of all present and future debts and liabilities that the Customer owes to you to the prior payment to us of the Obligations. You assign to us all such debts and liabilities, until the Obligations are repaid in full. If you receive any moneys in payment of any of such debts and liabilities, you will hold them in trust for, and will immediately pay them to, us without reducing your liability under this Guarantee.

14. CONSENT TO DISCLOSE INFORMATION

We may from time to time give any credit or other information about you to, or receive such information from, any credit bureau, reporting agency or other person.

15. ASSIGNMENT OF OBLIGATIONS

We may, without notice, sell or assign the Obligations and in such case, our assignee may enforce this Guarantee and we may enforce this Guarantee for any part of the Obligations not sold or assigned.

16. GOVERNING LAW

This Guarantee shall be construed in accordance with the laws of the province where the Customer's account is held and you irrevocably submit to the exclusive jurisdiction of the courts of that province.

17. GENERAL

Any provision of this Guarantee that is void or unenforceable in a jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions. If two or more persons sign this Guarantee, each person's liability will be joint and several. This Guarantee is in addition and without prejudice to any security of any kind now or in the future held by us. There are no representations, collateral agreements, warranties, or conditions with respect to, or affecting your liability under this Guarantee other than as contained in this Guarantee. No alteration or waiver of this Guarantee or any of its terms or conditions shall be binding on us unless expressly made in writing by us. Our written statement of the amount of the Obligations shall be conclusive and binding on you. You expressly waive notice of the existence or creation of all or any of the Obligations, presentment, demand, notice of dishonor, protest and all other notices whatsoever.

18. FURTHER ASSURANCES

You shall do, execute and deliver or shall cause to be done, executed and delivered all such further acts, documents and things as we may reasonably request for the purpose of giving effect to this Guarantee.

19. DEFINITIONS

In this Guarantee "you" "your" and "yours" refer to the guarantor named below.

Dated this 25 day of May 2018

IN WITNESS WHEREOF:

BY:

Name:

ISAAC GRUBNER

Guaranteee

BY:

John Gerges

TAB G

This is **Exhibit “G”** referred to in the Supplementary Affidavit of TED (EDWARD) HOPKINSON and SWORN BEFORE ME via video-conference with the deponent in the City of Bryn Mawr, in the State of Pennsylvania, United States of America, and the Commissioner in the City of Toronto, Ontario this 29th day of January, 2021

DocuSigned by:

Asim Iqbal

6E056E5E3BC8405

A Commissioner for Taking Affidavits



MILLER THOMSON
AVOCATS | LAWYERS

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CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

August 7, 2020

Private and Confidential
Delivered via Email to:
edmond.lamek@dlapiper.com

JOHN GERGES
676 Sheppard Ave, Toronto, ON M2K 3E7

Dear Sirs/Mesdames:

Re: Guarantee by John Gerges (the “Guarantor”) with respect to a Promissory Note issued by JM Westview Pharma Inc. (the “Borrower”) to CWB Maxium Financial Inc.

CWB Maxium Financial Inc. (the “**Lender**”) advanced the sum of \$762,022.01 CAD to the Borrower pursuant to the terms of a promissory note dated August 2, 2018 executed by the Borrower (the “**Promissory Note**”).

According to the Lender’s records, the Guarantor is obligated to the Lender for any amounts outstanding under the Promissory Note.

The Lender holds a guarantee dated August 2, 2018 granted by the Guarantor in favour of the Lender, pursuant to which the Guarantor guaranteed the present and future obligations of the Borrower to the Lender (the “**Guarantee**”).

Today the Lender has demanded payment of the obligations of the Borrower to the Lender. A copy of that demand letter is enclosed.

We hereby demand payment of the obligations of the Borrower to the Lender from each of you, in accordance with the time periods and terms of payment set out in the enclosed letter to the Borrower and the terms of the Guarantee.

A notice of intention to enforce security is enclosed, in accordance with the provisions of the *Bankruptcy and Insolvency Act*, with respect to the security that you issued in favour of the Lender in support of your obligations in this regard.

The Lender reserves its right to act before the 31 day of August, 2020 if, for example, the Lender considers the property under its security to be in peril.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'G. Marinangeli', written over a horizontal line.

Geoffrey Marinangeli on behalf of Jeffrey C. Carhart
JCC/af

cc. Ted Hopkinson
John Gerges





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August 7, 2020

Private and Confidential
Delivered via Email to:
edmond.lamek@dlapiper.com

JOHN GERGES
676 Sheppard Ave, Toronto, ON M2K 3E7

-and-

RAMACHANDRAN RAMAPATHY
25 Palomino Crescent, Toronto, ON M2K 1W2

Dear Sirs/Mesdames:

Re: Guarantees by each of Ramachandran Ramapathy (“RR”) and John Gerges (“JG” and together with RR, the “Guarantors” and each a “Guarantor”) with respect to a Promissory Note issued by Westway Holdings Inc. (the “Borrower”) to CWB Maxium Financial Inc.

CWB Maxium Financial Inc. (the “**Lender**”) advanced the sum of \$900,450.00 CAD to the Borrower pursuant to the terms of a promissory note dated January 22, 2018 executed by the Borrower (the “**Promissory Note**”).

According to the Lender’s records, each of the Guarantors is obligated to the Lender for any amounts outstanding under the Promissory Note.

The Lender holds the following guarantees granted by Guarantors:

- (a) with respect to RR, a guarantee dated January 22, 2018 granted by RR in favour of the Lender, pursuant to which RR guaranteed the present and future obligations of the Borrower to the Lender (the “**RR Guarantee**”); and
- (b) with respect to JG, a guarantee dated January 22, 2018 granted by JG in favour of the Lender, pursuant to which JG guaranteed the present and future obligations of the Borrower to the Lender (the “**JG Guarantee**”, and together with the RR Guarantee, the “**Guarantees**”).

Today the Lender has demanded payment of the obligations of the Borrower to the Lender. A copy of that demand letter is enclosed.

We hereby demand payment of the obligations of the Borrower to the Lender from each of you, in accordance with the time periods and terms of payment set out in the enclosed letter to the Borrower and the terms of each of the Guarantees.

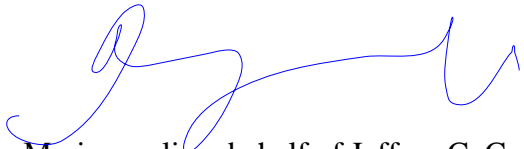
A notice of intention to enforce security is enclosed, in accordance with the provisions of the *Bankruptcy and Insolvency Act*, with respect to the security that you issued in favour of the Lender in support of your obligations in this regard.

The Lender reserves its right to act before the 31 day of August, 2020 if, for example, the Lender considers the property under its security to be in peril.

Yours truly,

MILLER THOMSON LLP

Per:



Geoffrey Marinangeli on behalf of Jeffrey C. Carhart
JCC/af

cc. Ted Hopkinson
John Gerges
Ramachandran Ramapathy





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August 7, 2020

Private and Confidential
Delivered via Email to:
edmond.lamek@dlapiper.com

JOHN GERGES
676 Sheppard Ave, Toronto, ON M2K 3E7

-and-

BLESS PHARMA INC.
721 Gerrard Street E.
Toronto, Ontario M4M 1Y5

Attention: President

-and-

2503338 ONTARIO INC.
14744 Woodbine Avenue
Gormley, Ontario L0H 1G0

Attention: President

-and-

TORONTO SURREY PHARMA INC.
1715 Victoria Park Avenue
Scarborough, Ontario M1R 1R7

Attention: President

Dear Sirs/Mesdames:

Re: Guarantees by each of 2503338 Ontario Inc. (“250”), Toronto Surrey Pharma Inc. (“TSPI”), Bless Pharma Inc. (“BPI”) and John Gerges (“JG” and together with 250, TSPI and BPI, the “Guarantors” and each a “Guarantor”) with respect to a Promissory Note issued by Toronto Apothecary Pharma Inc. (the “Borrower”) to CWB Maxium Financial Inc.

CWB Maxium Financial Inc. (the “**Lender**”) advanced the sum of \$720.450.00 CAD to the Borrower pursuant to the terms of a promissory note dated March 11, 2016 executed by the Borrower (the “**Promissory Note**”).

According to the Lender’s records, each of the Guarantors is obligated to the Lender for any amounts outstanding under the Promissory Note.

The Lender holds the following guarantees granted by Guarantors:

- (a) with respect to 250, a guarantee granted by 250 in favour of the Lender, pursuant to which 250 guaranteed the present and future obligations of the Borrower to the Lender (the “**250 Guarantee**”);
- (b) with respect to TSPI, a guarantee dated March 30, 2016 granted by TSPI in favour of the Lender, pursuant to which TSPI guaranteed the present and future obligations of the Borrower to the Lender (the “**TSPI Guarantee**”); and
- (c) with respect to BPI, a guarantee granted by BPI in favour of the Lender, pursuant to which BPI guaranteed the present and future obligations of the Borrower to the Lender (the “**BPI Guarantee**”); and
- (d) with respect to JG, a guarantee dated March 11, 2016 granted by JG in favour of the Lender, pursuant to which JG guaranteed the present and future obligations of the Borrower to the Lender (the “**JG Guarantee**”, and together with the 250 Guarantee, the TSPI Guarantee and the BPI Guarantee, the “**Guarantees**”).

Today the Lender has demanded payment of the obligations of the Borrower to the Lender. A copy of that demand letter is enclosed.

We hereby demand payment of the obligations of the Borrower to the Lender from each of you, in accordance with the time periods and terms of payment set out in the enclosed letter to the Borrower and the terms of each of the Guarantees.

A notice of intention to enforce security is enclosed, in accordance with the provisions of the *Bankruptcy and Insolvency Act*, with respect to the security that you issued in favour of the Lender in support of your obligations in this regard.




The Lender reserves its right to act before the 31 day of August, 2020 if, for example, the Lender considers the property under its security to be in peril.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'G. Marinangeli', with a vertical line at the end.

Geoffrey Marinangeli on behalf of Jeffrey C. Carhart
JCC/af

cc. Ted Hopkinson
John Gerges
2503338 Ontario Inc.
Toronto Surrey Pharma Inc.
Bless Pharma Inc.





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MILLERTHOMSON.COM

August 24, 2020

Private and Confidential
Delivered Via Courier

JOHN GERGES
676 Sheppard Ave, Toronto, ON M2K 3E7

-and-

DIEP NGUYEN
800 Queenston Road
Stoney Creek, ON L8G 1A7

Dear Sirs/Mesdames:

Re: Guarantees by each of, John Gerges (“JG”) and Diep Nguyen (“DN”, and together with JG, the “Guarantors” and each a “Guarantor”) with respect to a Promissory Note issued by Stoney Creek Pharma Inc. (the “Borrower”) to CWB Maxium Financial Inc.

CWB Maxium Financial Inc. (the “**Lender**”) advanced the sum of \$1,725,450.00 CAD to the Borrower, pursuant to the terms of a promissory note dated August 18, 2016, as amended by an amending agreement dated April 13, 2020 executed by the Borrower in favour of Lender (the “**Promissory Note**”).

According to the Lender’s records, each of the Guarantors is obligated to the Lender for any amounts outstanding under each of the Promissory Notes.

The Lender holds the following guarantees granted by Guarantors:

- (a) with respect to DN, a guarantee dated August 18, 2016 granted by DN in favour of the Lender, pursuant to which DN guaranteed the present and future obligations of the Borrower to the Lender (the “**DN Guarantee**”); and
- (b) with respect to JG, a guarantee dated August 18, 2016 granted by JG in favour of the Lender, pursuant to which JG guaranteed the present and future obligations of the Borrower to the Lender (the “**JG Guarantee**”, and together with the DN Guarantee, the “**Guarantees**”).

Today the Lender has demanded payment of the obligations of the Borrower to the Lender. A copy of that demand letter is enclosed.

We hereby demand payment of the obligations of the Borrower to the Lender from each of you, in accordance with the time periods and terms of payment set out in the enclosed letter to the Borrower and the terms of each of the Guarantees.

A notice of intention to enforce security is enclosed, in accordance with the provisions of the *Bankruptcy and Insolvency Act*, with respect to the security that you issued in favour of the Lender in support of your obligations in this regard.

The Lender reserves its right to act before the 19 day of September, 2020 if, for example, the Lender considers the property under its security to be in peril.

Yours truly,

MILLER THOMSON LLP

Per:



Geoffrey Marinangeli on behalf of Jeffrey C. Carhart
JCC/af

cc. Ted Hopkinson
Diep Nguyen
John Gerges





MILLER THOMSON
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P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

September 3, 2020

Private and Confidential
Delivered via Email to:
edmond.lamek@dlapiper.com

JOHN GERGES
676 Sheppard Ave
Toronto, ON M2K 3E7

-and-

DIEP NGUYEN
800 Queenston Road
Stoney Creek, ON L8G 1A7

Dear Sirs/Mesdames:

Re: Guarantees by each of John Gerges (“JG”) and Diep Nguyen (“DN”, and together with JG, the “Guarantors” and each a “Guarantor”) with respect to a Promissory Note issued by St. Mary Theotokos Pharma Inc. (the “Borrower”) to CWB Maxium Financial Inc.

CWB Maxium Financial Inc. (the “**Lender**”) advanced the sum of \$1,300,450.00 CAD to the Borrower, pursuant to the terms of a promissory note dated August 18, 2016, as amended by an amending agreement dated April 20, 2020 executed by the Borrower in favour of Lender (the “**Promissory Note**”).

According to the Lender’s records, each of the Guarantors is obligated to the Lender for any amounts outstanding under each of the Promissory Notes.

The Lender holds the following guarantees granted by Guarantors:

- (a) with respect to DN, a guarantee dated August 18, 2016 granted by DN in favour of the Lender, pursuant to which DN guaranteed the present and future obligations of the Borrower to the Lender (the “**DN Guarantee**”); and
- (b) with respect to JG, a guarantee dated August 18, 2016 granted by JG in favour of the Lender, pursuant to which JG guaranteed the present and future obligations of the Borrower to the Lender (the “**JG Guarantee**”, and together with the DN Guarantee, the “**Guarantees**”).

Today the Lender has demanded payment of the obligations of the Borrower to the Lender. A copy of that demand letter is enclosed.

We hereby demand payment of the obligations of the Borrower to the Lender from each of you, in accordance with the time periods and terms of payment set out in the enclosed letter to the Borrower and the terms of each of the Guarantees.

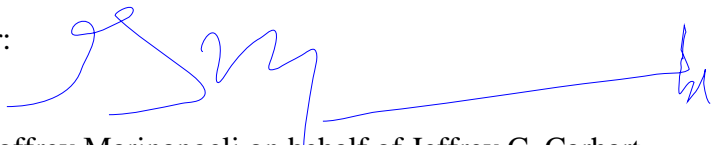
A notice of intention to enforce security is enclosed, in accordance with the provisions of the *Bankruptcy and Insolvency Act*, with respect to the security that you issued in favour of the Lender in support of your obligations in this regard.

The Lender reserves its right to act before the 28 day of September, 2020 if, for example, the Lender considers the property under its security to be in peril.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'G. Marinangeli', followed by a long horizontal line extending to the right.

Geoffrey Marinangeli on behalf of Jeffrey C. Carhart
JCC/af

cc. Ted Hopkinson
Diep Nguyen
John Gerges





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

August 7, 2020

Private and Confidential
Delivered via Email to:
edmond.lamek@dlapiper.com

JOHN GERGES
676 Sheppard Ave,
Toronto, ON M2K 3E7

Dear Sirs/Mesdames:

Re: Guarantee by John Gerges (the “Guarantor”) with respect to certain Promissory Notes issued by Bless River Pharma Inc. (the “BRPI”), a predecessor of River Hill Pharmacy Ltd. by amalgamation (“RHP”, and together with the BRPI, the “Borrower”) to Element Financial Corporation

Element Financial Corporation (the “**Lender**”) advanced the sum of \$953,597.50 CAD to the Borrower pursuant to the terms of a promissory note dated August 28, 2015 executed by BRPI, (the “**Promissory Note 1**”) and \$150,000.00 pursuant to the terms of a promissory note dated August 28, 2015 executed by BRPI (the “**Promissory Note 2**”, and together with Promissory Note 1, the “**Promissory Notes**”).

According to the Lender’s records, the Guarantor is obligated to the Lender for any amounts outstanding under the Promissory Notes.

The Lender holds a guarantee dated August 26, 2015 granted by the Guarantor in favour of the Lender, pursuant to which the Guarantor guaranteed the present and future obligations of the Borrower to the Lender (the “**Guarantee**”)

Today the Lender has demanded payment of the obligations of the Borrower to the Lender. A copy of that demand letter is enclosed.

We hereby demand payment of the obligations of the Borrower to the Lender from each of you, in accordance with the time periods and terms of payment set out in the enclosed letter to the Borrower and the terms of the Guarantee.

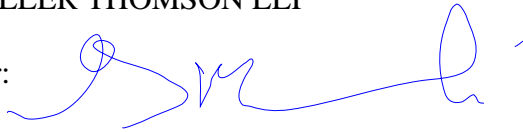
A notice of intention to enforce security is enclosed, in accordance with the provisions of the *Bankruptcy and Insolvency Act*, with respect to the security that you issued in favour of the Lender in support of your obligations in this regard.

The Lender reserves its right to act before the 31 day of August, 2020 if, for example, the Lender considers the property under its security to be in peril.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to be 'G. Marinangeli', written over a horizontal line.

Geoffrey Marinangeli on behalf of Jeffrey C. Carhart
JCC/af

cc. Ted Hopkinson
John Gerges





MILLER THOMSON
AVOCATS | LAWYERS

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F 416.595.8695

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August 7, 2020

Private and Confidential
Delivered via Email to:
edmond.lamek@dlapiper.com

JOHN GERGES
676 Sheppard Ave, Toronto, ON M2K 3E7

-and-

CHUN-HO CHAN
2 Scott Brown Street, Markham, ON L6E 1V9

-and-

BLESS PHARMA INC.
721 Gerrard Street East, Toronto, ON M4M 1Y5

Attention: President

Dear Sirs/Mesdames:

Re: Guarantees by each of Chun-Ho Chan (“CHC”), Bless Pharma Inc. (“BPI”) and John Gerges (“JG” and together with CHC and BPI, the “Guarantors” and each a “Guarantor”) with respect to a Promissory Note issued by Maple Medi Pharma Inc. (the “Borrower”) to CWB Maxium Financial Inc.

CWB Maxium Financial Inc. (the “**Lender**”) advanced the sum of \$1,590,450.00 CAD to the Borrower pursuant to the terms of a promissory note dated May 25, 2018 executed by the Borrower (the “**Promissory Note**”).

According to the Lender’s records, each of the Guarantors is obligated to the Lender for any amounts outstanding under the Promissory Note.

The Lender holds the following guarantees granted by Guarantors:

- (a) with respect to CHC, a guarantee dated May 25, 2018 granted by CHC in favour of the Lender, pursuant to which CHC guaranteed the present and future obligations of the Borrower to the Lender (the “**CHC Guarantee**”);

- (b) with respect to BPI, a guarantee dated June 27, 2019 granted by BPI in favour of the Lender, pursuant to which BPI guaranteed the present and future obligations of the Borrower to the Lender (the “**BPI Guarantee**”); and
- (c) with respect to JG, a guarantee dated May 25, 2018 granted by JG in favour of the Lender, pursuant to which JG guaranteed the present and future obligations of the Borrower to the Lender (the “**JG Guarantee**”, and together with the CHC Guarantee and the BPI Guarantee, the “**Guarantees**”).

Today the Lender has demanded payment of the obligations of the Borrower to the Lender. A copy of that demand letter is enclosed.

We hereby demand payment of the obligations of the Borrower to the Lender from each of you, in accordance with the time periods and terms of payment set out in the enclosed letter to the Borrower and the terms of each of the Guarantees.

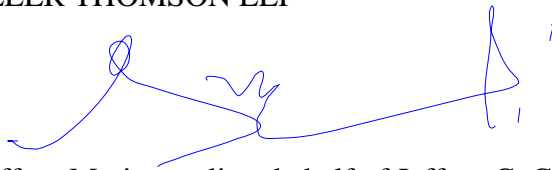
A notice of intention to enforce security is enclosed, in accordance with the provisions of the *Bankruptcy and Insolvency Act*, with respect to the security that you issued in favour of the Lender in support of your obligations in this regard.

The Lender reserves its right to act before the 31 day of August, 2020 if, for example, the Lender considers the property under its security to be in peril.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'Geoffrey Marinangeli', with a long horizontal stroke extending to the right.

Geoffrey Marinangeli on behalf of Jeffrey C. Carhart
JCC/af

cc. Ted Hopkinson
John Gerges
Chun-Ho Chan
Bless Pharma Inc.



1951584 ONTARIO INC. et al.
Applicants

and **BLESS HUI PHARMA INC. et. al.**
Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at [Toronto](#)

**SUPPLEMENTAL AFFIDAVIT OF EDWARD
HOPKINSON (SWORN JANUARY 29, 2021)**

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
Toronto, ON Canada M5H 3S1

Jeffrey C. Carhart LSO#: 40947B

Tel: 416.595.8615 / Fax: 416.595.8695
Email: jcarhart@millerthomson.com

Asim Iqbal LSO#: 61884B

Tel: 416.595.8596 / Fax: 416.595.8695
Email: aiqbal@millerthomson.com

Lawyers for the Applicants

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.)	WEDNESDAY, THE
)	
JUSTICE CAVANAGH)	3RD DAY OF FEBRUARY, 2021

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., 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., 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.

Respondents

AMENDED AND RESTATED RECEIVERSHIP ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing msi Spergel inc. (“**Spergel**”) as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of each of the Respondents acquired for, or used in relation to businesses carried on by the Respondents, was heard this day by ZOOM video conference due to the COVID-19 pandemic.

ON READING the Order of this Court dated November 25, 2020, among other things, appointing Spergel as Receiver of the Debtors (as defined below) (the “**Receivership Order**”), the Amended and Restated Receivership Order dated December 7, 2020, the Amended and Restated Receivership Order dated January 26, 2021 (as may be further amended and restated from time to time, the “**Amended Receivership Order**”), the Order of this Court dated February 3 2021, among other things, authorizing the issuance of this Amended and Restated Receivership Order, the Affidavit of Edward Hopkinson sworn October 30, 2020, Supplemental Affidavit of Edward Hopkinson sworn November 24, 2020, the Affidavit of Edward Hopkinson sworn January 25, 2021 and on hearing the submissions of counsel for the Applicants and the Debtors and the other Counsel listed on the Counsel Slip, no one else appearing although duly served according to the Affidavit of Service of Asim Iqbal sworn November 24, 2020 and the Affidavit of Service of Shallon Garrafa sworn January 29, 2021;

INTERPRETATION

1. **THIS COURT ORDERS** that, in this Order, the term “**Order Date**” shall mean the following:

- (a) November 25, 2020, with respect to Bless Hui Pharma Inc., Maple Medi Pharma Inc., River Hill Pharmacy Ltd., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Westway Holdings Inc., and Olde Walkerville Holdings Inc.;
- (b) January 26, 2021, with respect to JM Westview Pharma Inc. and SJ East Pharma Inc.; and
- (c) February 3, 2021, with respect to 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., Jubilee Property Investments Inc., S&J Property Investors Inc., St. Mary Cooksville Pharma Inc. and Toronto Surrey Pharma Inc.

SERVICE

2. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

3. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of each of the Respondents, being 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., Olde Walkerville Holdings 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. and Westway Holdings Inc. (together, the "**Debtors**") acquired for, or used in relation to a business carried on by each of the Debtors, including all proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors (or any one of them), including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors (or any one of them);
- (d) to engage pharmacists, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors (or any one of them) or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors (or any one of them) and to exercise all remedies of the Debtors (or any one of them) in collecting such monies, including, without limitation, to enforce any security held by the Debtors (or any one of them);
- (g) to settle, extend or compromise any indebtedness owing to the Debtors (or any one of them);
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors (or any one of them), for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors (or any one of them), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to summarily dispose of Property that is perishable or likely to depreciate rapidly in value;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the Receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors (or any one of them);
- (q) to enter into agreements with any licensed insolvency trustee in bankruptcy appointed in respect of the Debtors (or any one of them), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors (or any one of them);
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors (or any one of them) may have;
- (s) to inquire into and report to the Applicants and the Court on the financial condition of the Debtors (or any one of them) and the Property;
- (t) to file an assignment in bankruptcy on behalf of the Debtors; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (v) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors (or any one of them), and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, including, but not limited to the Ontario College of Pharmacists, the Ministry of Health and Long-Term Care, the Ontario Drug Benefit Program and any insurance company (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in

such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any client records and prescription information (“**Client Records**”), books, documents, securities, contracts, orders, billing privileges, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors (or any one of them), and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall, subject to Paragraph 7A herein, provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6A. THIS COURT ORDERS that, should the Receiver deem it necessary to seek from any insurance company or its pharmacy benefits manager personal information regarding persons covered pursuant to benefit plans which might have had claims under such plans relating to the Debtors (or any one of them), such information shall be sought pursuant to a motion on notice to the insurance company and its pharmacy benefits manager. Such information shall only be released by the insurance company or its pharmacy benefits manager on the agreement of such insurance company or as provided in the Order so obtained.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy

any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

6A. THIS COURT ORDERS that with respect to the Client Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspects of the Client Records; (ii) if necessary, appoint a pharmacist licensed and qualified to practice in the Province of Ontario to act as custodian (the “Custodian”) for the Client Records; (iii) not allow anyone other than the Receiver or the Custodian to have access to the Client Records; and (iv) allow the Debtors (or any one of them) supervised access to the Client Records for any purposes required pursuant to the *Regulated Health Professions Act, 1991*, the *Pharmacy Act, 1991* or any other governing Ontario or Canadian statute that requires the Debtors (or any one of them), from time to time, to perform certain obligations.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

11. THIS COURT ORDERS that all rights and remedies against the Debtors (or any one of them), the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors (or any one of them) to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors (or any one of them) from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors (or any one of them) or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, claims processing services, payment processing services, payroll services, insurance, transportation services, utility or other services to the Debtors (or any

one of them) are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the applicable Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Receiver in accordance with normal payment practices of the applicable Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal

information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the applicable Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. THIS COURT ORDERS that, pursuant to section 42 of the Ontario *Personal Health Information Protection Act* (“**PHIPA**”), the Receiver shall only disclose personal health information to prospective purchasers or bidders who are potential successor(s) to the pharmacy business of the Debtors (or any one of them) (the “**Pharmacy**”) as Health Information Custodian(s) (as defined in the PHIPA) for the purposes of allowing the potential successor to assess and evaluate the operations of the Pharmacy. Each potential successor to whom such personal health information is disclosed is required in advance of such disclosure to review and sign an acknowledgement of this Order indicating that it agrees to keep the information confidential and secure and not to retain any of the information longer than is necessary for the purposes of the assessment or evaluation, and if such potential successor does not complete a Sale, such potential successor shall return all such information to the Receiver, or in the alternative shall destroy all such information. Such acknowledgement shall be deemed to be an agreement between the Receiver and the potential successor for the purposes of section 42 of PHIPA.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER’S LIABILITY

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

RECEIVER’S ACCOUNTS

20. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$600,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

27. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.spergelcorporate.ca/engagements

28. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the applicable Debtor’s creditors or other interested parties at their respective addresses as last shown on the records of the applicable Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

ALLOCATION

29. THIS COURT ORDERS that any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver’s Charge and Receiver’s Borrowings Charge amongst the various Debtors and their assets comprising the Property

GENERAL

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

31. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors (or any one of them).

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

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

34. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

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

36. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Applicant are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the applicable Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in

satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the Receiver (the "**Receiver**") of the assets, undertakings and properties of 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., Olde Walkerville Holdings 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. and Westway Holdings Inc. (collectively the "**Debtors**") acquired for, or used in relation to businesses carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 2020 (the "**Order**") made in an action having Court file number CV-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 2020.

msi Spergel inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

1951584 ONTARIO INC. et al.
Applicants

and

BLESS HUI PHARMA INC., et al.
Respondents

Court File No: CV-20-00650853-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

ORDER
(AMENDED AND RESTATED RECEIVERSHIP ORDER)

MILLER THOMSON LLP

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Lawyers for the Applicants

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

Court File No. ~~—~~ CV-20-00650853-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ~~—~~ MR.) ~~WEEKDAY~~ WEDNESDAY, THE #
JUSTICE ~~—~~ CAVANAGH) 3RD
DAY OF ~~MONTH, 20YR~~ FEBRUARY, 2021

BETWEEN

~~PLAINTIFF¹~~

~~Plaintiff~~

~~—and—~~

~~DEFENDANT~~

~~Defendant~~

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., 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.

Respondents

AMENDED AND RESTATED RECEIVERSHIP ORDER
(appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~²Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "~~BIA~~") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "~~CJA~~") appointing ~~[RECEIVER'S NAME]~~msi Spergel inc. ("Spergel") as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the "~~Receiver~~") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME] (the "Debtor")~~each of the Respondents acquired for, or used in relation to ~~a business~~businesses carried on by the ~~Debtor~~Respondents, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by ZOOM video conference due to the COVID-19 pandemic.

ON READING the ~~affidavit~~Order of ~~[NAME] sworn [DATE] and the Exhibits thereto~~this Court dated November 25, 2020, among other things, appointing Spergel as Receiver of the Debtors (as defined below) (the "Receivership Order"), the Amended and Restated Receivership Order dated December 7, 2020, the Amended and Restated Receivership Order dated January 26, 2021 (as may be further amended and restated from time to time, the "Amended Receivership Order"), the Order of this Court dated February 3 2021, among other things, authorizing the issuance of this Amended and Restated Receivership Order, the Affidavit of Edward Hopkinson sworn October 30, 2020, Supplemental Affidavit of Edward Hopkinson sworn November 24, 2020, the Affidavit of Edward Hopkinson sworn January 25, 2021 and on hearing the submissions of counsel for [NAMES] the Applicants and the Debtors and the other Counsel listed on the Counsel Slip, no one else appearing for [NAME] although duly served as appears from according to the affidavit Affidavit of ~~service~~Service of ~~[NAME]~~Asim Iqbal sworn ~~[DATE]~~November 24, 2020 and ~~on reading the consent~~Affidavit of ~~[RECEIVER'S NAME] to act as the Receiver,~~Service of Shallon Garrafa sworn January 29, 2021;

INTERPRETATION

1. THIS COURT ORDERS that, in this Order, the term “Order Date” shall mean the following:

- (a) November 25, 2020, with respect to Bless Hui Pharma Inc., Maple Medi Pharma Inc., River Hill Pharmacy Ltd., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Westway Holdings Inc., and Olde Walkerville Holdings Inc.;
- (b) January 26, 2021, with respect to JM Westview Pharma Inc. and SJ East Pharma Inc.; and
- (c) February 3, 2021, with respect to 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., Jubilee Property Investments Inc., S&J Property Investors Inc., St. Mary Cooksville Pharma Inc. and Toronto Surrey Pharma Inc.

SERVICE

2. ~~1.~~ THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated³ so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

3. ~~2.~~ THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of each of the ~~Debtor~~Respondents, being 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., Olde Walkerville Holdings 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. and Westway Holdings Inc. (together, the “**Debtors**”) acquired for, or used in relation to a business carried on by each of the ~~Debtor~~Debtors, including all proceeds thereof (collectively, the ~~“Property”~~).

RECEIVER’S POWERS

4. ~~3.~~ THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~Debtors (or any one of them), including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors (or any one of them);
- (d) to engage pharmacists, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors (or any one of them) or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors (or any one of them) and to exercise all remedies of the ~~Debtor~~Debtors (or any one of them) in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors (or any one of them);
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors (or any one of them);
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors (or any one of them), for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors (or any one of them), the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~100,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~[or section 31 of the Ontario *Mortgages Act*, as the case may be,]~~⁵ shall not be required, ~~and in each case the Ontario *Bulk Sales Act* shall not apply.~~

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to summarily dispose of Property that is perishable or likely to depreciate rapidly in value;

- (n) ~~(m)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the ~~receivership~~ Receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (p) ~~(o)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~ Debtors (or any one of them);

- (q) ~~(p)~~ to enter into agreements with any licensed insolvency trustee in bankruptcy appointed in respect of the ~~Debtor~~ Debtors (or any one of them), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~ Debtors (or any one of them);

- (r) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~ Debtors (or any one of them) may have; ~~and~~

- (s) to inquire into and report to the Applicants and the Court on the financial condition of the Debtors (or any one of them) and the Property;
- (t) to file an assignment in bankruptcy on behalf of the Debtors; and
- (u) ~~(+)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (v) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~ Debtors (or any one of them), and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. ~~4.~~ THIS COURT ORDERS that (i) the ~~Debtor~~ Debtors, (ii) all of ~~its~~ their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, including, but not limited to the Ontario College of Pharmacists, the Ministry of Health and Long-Term Care, the Ontario Drug Benefit Program and any insurance company (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. ~~5.~~ THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any client records and prescription information ("Client Records"), books, documents, securities, contracts, orders, billing privileges, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the ~~Debtor~~ Debtors (or any one of them), and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall, subject to Paragraph 7A herein, provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and

grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph ~~56~~ or in paragraph ~~67~~ of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6A. THIS COURT ORDERS that, should the Receiver deem it necessary to seek from any insurance company or its pharmacy benefits manager personal information regarding persons covered pursuant to benefit plans which might have had claims under such plans relating to the Debtors (or any one of them), such information shall be sought pursuant to a motion on notice to the insurance company and its pharmacy benefits manager. Such information shall only be released by the insurance company or its pharmacy benefits manager on the agreement of such insurance company or as provided in the Order so obtained.

7. ~~6-~~THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

6A. THIS COURT ORDERS that with respect to the Client Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspects of the Client Records; (ii) if necessary, appoint a pharmacist licensed and qualified to practice in the Province of Ontario to act as custodian (the "Custodian") for the Client Records; (iii) not allow anyone other

than the Receiver or the Custodian to have access to the Client Records; and (iv) allow the Debtors (or any one of them) supervised access to the Client Records for any purposes required pursuant to the *Regulated Health Professions Act, 1991*, the *Pharmacy Act, 1991* or any other governing Ontario or Canadian statute that requires the Debtors (or any one of them), from time to time, to perform certain obligations.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

11. ~~10.~~ THIS COURT ORDERS that all rights and remedies against the ~~Debtor~~Debtors (or any one of them), the Receiver, or affecting the Property, are hereby stayed and suspended except with

the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors (or any one of them) to carry on any business which the ~~Debtor~~Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors (or any one of them) from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

13. ~~12.~~ THIS COURT ORDERS that all Persons having oral or written agreements with the ~~Debtor~~Debtors (or any one of them) or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, claims processing services, payment processing services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors (or any one of them) are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the applicable Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the ~~date of this~~ Order Date are paid by the Receiver in accordance with normal payment practices of the applicable Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

identical to the prior use of such information by the applicable Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. THIS COURT ORDERS that, pursuant to section 42 of the Ontario *Personal Health Information Protection Act* (“PHIPA”), the Receiver shall only disclose personal health information to prospective purchasers or bidders who are potential successor(s) to the pharmacy business of the Debtors (or any one of them) (the “Pharmacy”) as Health Information Custodian(s) (as defined in the PHIPA) for the purposes of allowing the potential successor to assess and evaluate the operations of the Pharmacy. Each potential successor to whom such personal health information is disclosed is required in advance of such disclosure to review and sign an acknowledgement of this Order indicating that it agrees to keep the information confidential and secure and not to retain any of the information longer than is necessary for the purposes of the assessment or evaluation, and if such potential successor does not complete a Sale, such potential successor shall return all such information to the Receiver, or in the alternative shall destroy all such information. Such acknowledgement shall be deemed to be an agreement between the Receiver and the potential successor for the purposes of section 42 of PHIPA.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

20. ~~18.~~ THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

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

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

FUNDING OF THE RECEIVERSHIP

23. ~~21.~~ THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may

consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ ~~_____~~ 600,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “Receiver’s Borrowings Charge”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.


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

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

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

SERVICE AND NOTICE

27. ~~25.~~ THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in

accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL:  www.spergelcorporate.ca/engagements

28. ~~26.~~ THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the applicable Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the applicable Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

ALLOCATION

29. THIS COURT ORDERS that any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various Debtors and their assets comprising the Property

GENERAL

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

31. ~~28.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~ Debtors (or any one of them).

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

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

34. ~~31.~~ THIS COURT ORDERS that the ~~Plaintiff~~Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~Debtors' estate with such priority and at such time as this Court may determine.

35. ~~32.~~ THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' ~~notice~~¹ to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ msi Spergel inc., the ~~receiver~~ Receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of 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., Olde Walkerville Holdings 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. and Westway Holdings Inc. (collectively the "Debtors") acquired for, or used in relation to ~~a business~~ businesses carried on by the ~~Debtor~~ Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20—2020 (the "Order") made in an action having Court file number —CLCV—, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, ~~20~~2020.

~~[RECEIVER'S NAME]~~ msi Spergel inc., solely in
its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____
Name:
Title:

1951584 ONTARIO INC. et al. and BLESS HUI PHARMA INC., et al.
Applicants Respondents

Court File No: CV-20-00650853-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

ORDER
(AMENDED AND RESTATED RECEIVERSHIP ORDER)

MILLER THOMSON LLP

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P.O. Box 1011

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Lawyers for the Applicants

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.)	WEDNESDAY, THE
)	
JUSTICE CAVANAGH)	3RD DAY OF FEBRUARY, 2021

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

ORDER
(Adding Respondents)

THIS MOTION made by the Applicants for an Order (a) adding the Debtors (as defined below) as Respondents to these proceedings and amending the title of proceedings accordingly; and (b) amending and restating the Receivership Order (as defined below), was heard this day by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the Order of this Court dated November 25, 2020, as amended and restated by the Order of this Court dated December 7, 2020 and by the Order of this Court dated January 8, 2020 (as may be further amended or restated from time to time, the “**Receivership Order**”), among other things, appointing msi Spergel inc. as receiver and manager of the assets property and undertaking of Bless Hui Pharma Inc., Maple Medi Pharma Inc., River Hill Pharmacy Ltd., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc.,

Westway Holdings Inc., and Olde Walkerville Holdings Inc. (in such capacity, the “**Receiver**”) and on being advise that the Order sought is on consent of the Applicants and the Respondents and on hearing the submissions of counsel for the Applicants and the Respondents and the other Counsel listed on the Counsel Slip;

1. THIS COURT ORDERS that, in this Order, the term “**Additional Respondents**” shall mean, collectively, 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., S&J Property Investors Inc., SJ East Pharma Inc., St. Mary Cooksville Pharma Inc. and Toronto Surrey Pharma Inc.

2. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

3. THIS COURT ORDERS that the Additional Respondents are added as Respondents to these proceedings.

4. THIS COURT ORDERS that the Title of Proceedings is amended and restated as follows:

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., 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.

Respondents

5. THIS COURT ORDERS that the Receivership Order shall be amended and restated as set out in **Schedule “A”** hereto (the “**Amended and Restated Receivership Order**”). The Applicants are authorized and directed to file a clean copy of the Amended and Restated Initial Order with this Court. The Receiver shall post a clean copy of the filed Amended and Restated Receivership Order on the Receiver’s website as soon as reasonably practicable.

Schedule “A”
Amended and Restated Receivership Order

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.)	WEDNESDAY, THE
)	
JUSTICE CAVANAGH)	3RD DAY OF FEBRUARY, 2021

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., 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., 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.

Respondents

AMENDED AND RESTATED RECEIVERSHIP ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing msi Spergel inc. (“**Spergel**”) as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of each of the Respondents acquired for, or used in relation to businesses carried on by the Respondents, was heard this day by ZOOM video conference due to the COVID-19 pandemic.

ON READING the Order of this Court dated November 25, 2020, among other things, appointing Spergel as Receiver of the Debtors (as defined below) (the “**Receivership Order**”), the Amended and Restated Receivership Order dated December 7, 2020, the Amended and Restated Receivership Order dated January 26, 2021 (as may be further amended and restated from time to time, the “**Amended Receivership Order**”), the Order of this Court dated February 3 2021, among other things, authorizing the issuance of this Amended and Restated Receivership Order, the Affidavit of Edward Hopkinson sworn October 30, 2020, Supplemental Affidavit of Edward Hopkinson sworn November 24, 2020, the Affidavit of Edward Hopkinson sworn January 25, 2021 and on hearing the submissions of counsel for the Applicants and the Debtors and the other Counsel listed on the Counsel Slip, no one else appearing although duly served according to the Affidavit of Service of Asim Iqbal sworn November 24, 2020 and the Affidavit of Service of Shallon Garrafa sworn January 29, 2021;

INTERPRETATION

1. **THIS COURT ORDERS** that, in this Order, the term “**Order Date**” shall mean the following:

- (a) November 25, 2020, with respect to Bless Hui Pharma Inc., Maple Medi Pharma Inc., River Hill Pharmacy Ltd., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Westway Holdings Inc., and Olde Walkerville Holdings Inc.;
- (b) January 26, 2021, with respect to JM Westview Pharma Inc. and SJ East Pharma Inc.; and
- (c) February 3, 2021, with respect to 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., Jubilee Property Investments Inc., S&J Property Investors Inc., St. Mary Cooksville Pharma Inc. and Toronto Surrey Pharma Inc.

SERVICE

2. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

3. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of each of the Respondents, being 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., Olde Walkerville Holdings 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. and Westway Holdings Inc. (together, the "**Debtors**") acquired for, or used in relation to a business carried on by each of the Debtors, including all proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors (or any one of them), including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors (or any one of them);
- (d) to engage pharmacists, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors (or any one of them) or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors (or any one of them) and to exercise all remedies of the Debtors (or any one of them) in collecting such monies, including, without limitation, to enforce any security held by the Debtors (or any one of them);
- (g) to settle, extend or compromise any indebtedness owing to the Debtors (or any one of them);
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors (or any one of them), for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors (or any one of them), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to summarily dispose of Property that is perishable or likely to depreciate rapidly in value;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the Receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors (or any one of them);
- (q) to enter into agreements with any licensed insolvency trustee in bankruptcy appointed in respect of the Debtors (or any one of them), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors (or any one of them);
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors (or any one of them) may have;
- (s) to inquire into and report to the Applicants and the Court on the financial condition of the Debtors (or any one of them) and the Property;
- (t) to file an assignment in bankruptcy on behalf of the Debtors; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (v) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors (or any one of them), and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, including, but not limited to the Ontario College of Pharmacists, the Ministry of Health and Long-Term Care, the Ontario Drug Benefit Program and any insurance company (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in

such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any client records and prescription information (“**Client Records**”), books, documents, securities, contracts, orders, billing privileges, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors (or any one of them), and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall, subject to Paragraph 7A herein, provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6A. THIS COURT ORDERS that, should the Receiver deem it necessary to seek from any insurance company or its pharmacy benefits manager personal information regarding persons covered pursuant to benefit plans which might have had claims under such plans relating to the Debtors (or any one of them), such information shall be sought pursuant to a motion on notice to the insurance company and its pharmacy benefits manager. Such information shall only be released by the insurance company or its pharmacy benefits manager on the agreement of such insurance company or as provided in the Order so obtained.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy

any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

6A. THIS COURT ORDERS that with respect to the Client Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspects of the Client Records; (ii) if necessary, appoint a pharmacist licensed and qualified to practice in the Province of Ontario to act as custodian (the “Custodian”) for the Client Records; (iii) not allow anyone other than the Receiver or the Custodian to have access to the Client Records; and (iv) allow the Debtors (or any one of them) supervised access to the Client Records for any purposes required pursuant to the *Regulated Health Professions Act, 1991*, the *Pharmacy Act, 1991* or any other governing Ontario or Canadian statute that requires the Debtors (or any one of them), from time to time, to perform certain obligations.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

11. THIS COURT ORDERS that all rights and remedies against the Debtors (or any one of them), the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors (or any one of them) to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors (or any one of them) from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors (or any one of them) or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, claims processing services, payment processing services, payroll services, insurance, transportation services, utility or other services to the Debtors (or any

one of them) are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the applicable Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Receiver in accordance with normal payment practices of the applicable Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal

information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the applicable Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

17. THIS COURT ORDERS that, pursuant to section 42 of the Ontario *Personal Health Information Protection Act* (“**PHIPA**”), the Receiver shall only disclose personal health information to prospective purchasers or bidders who are potential successor(s) to the pharmacy business of the Debtors (or any one of them) (the “**Pharmacy**”) as Health Information Custodian(s) (as defined in the PHIPA) for the purposes of allowing the potential successor to assess and evaluate the operations of the Pharmacy. Each potential successor to whom such personal health information is disclosed is required in advance of such disclosure to review and sign an acknowledgement of this Order indicating that it agrees to keep the information confidential and secure and not to retain any of the information longer than is necessary for the purposes of the assessment or evaluation, and if such potential successor does not complete a Sale, such potential successor shall return all such information to the Receiver, or in the alternative shall destroy all such information. Such acknowledgement shall be deemed to be an agreement between the Receiver and the potential successor for the purposes of section 42 of PHIPA.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER’S LIABILITY

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

RECEIVER’S ACCOUNTS

20. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$600,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

27. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.spergelcorporate.ca/engagements

28. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the applicable Debtor’s creditors or other interested parties at their respective addresses as last shown on the records of the applicable Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

ALLOCATION

29. THIS COURT ORDERS that any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver’s Charge and Receiver’s Borrowings Charge amongst the various Debtors and their assets comprising the Property

GENERAL

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

31. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors (or any one of them).

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

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

34. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

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

36. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Applicant are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the applicable Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in

satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the Receiver (the "**Receiver**") of the assets, undertakings and properties of 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., Olde Walkerville Holdings 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. and Westway Holdings Inc. (collectively the "**Debtors**") acquired for, or used in relation to businesses carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of _____, 2020 (the "**Order**") made in an action having Court file number CV-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 2020.

msi Spergel inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

1951584 ONTARIO INC. et al.
Applicants

and

BLESS HUI PHARMA INC., et al.
Respondents

Court File No: CV-20-00650853-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

ORDER
(AMENDED AND RESTATED RECEIVERSHIP ORDER)

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Lawyers for the Applicants

1951584 ONTARIO INC. et al.
Applicants

and

BLESS HUI PHARMA INC., et al.
Respondents

Court File No: CV-20-00650853-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

ORDER
(REMOVING RESPONDENTS)

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Lawyers for the Applicants

1951584 ONTARIO INC. et al.
Applicants

and **BLESS HUI PHARMA INC. et al.**
Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at [Toronto](#)

SUPPLEMENTARY MOTION RECORD

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