

Appendix 12

John Russo
E-mail: jrusso@pallettvalo.com
Direct Line: (905) 273-3022 x. 282

BY FAX 1-905-681-7814

June 1, 2018

Sean Oostdyk
1025 Waterdown Road
Burlington, Ontario
L7T 1N4

Dear Mr. Oostdyk:

Re: CWB Maxium Financial Inc. v. 1970636 Ontario Ltd. o/a Mt. Cross Pharmacy
Court File No. CV-18-597922-00CL
Our File No. 79801

We are counsel for msi Spergel inc. in its capacity as the interim receiver of all of the assets, undertaking and properties of 1970636 Ontario Ltd. o/a Mt. Cross Pharmacy (the “**Interim Receiver**”). As you know, the Interim Receiver was appointed pursuant to the enclosed Order of the Honourable Justice Dunphy dated May 16, 2018 (the “**Appointment Order**”).

We understand that you acted for both 1970636 Ontario Ltd. (“197”) and the shareholders of 1919932 Ontario Ltd. (“191”) in connection with the purchase by 197 of the Mt. Cross pharmacy business and its assets from the shareholders of 191. We have been advised by our client that it was revealed during your meeting with Philip Gennis and Mukul Manchanda from msi Spergel inc. on May 31, 2018 that you are holding the following amounts in your trust account since June 2017:

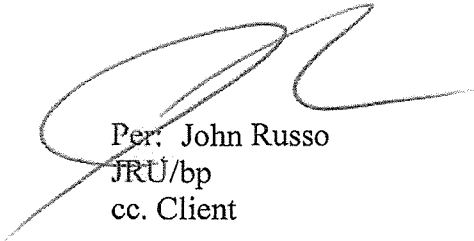
191 – \$110,136.59
197 – \$76,514.84

Pursuant to paragraph 3 of the Appointment Order, among other things, the Interim Receiver is empowered to take control of 197’s Property (as defined in the Appointment Order). Pursuant to paragraph 4 of the Appointment Order, any person having notice of the Appointment Order is required to deliver all such Property to the Interim Receiver upon the Interim Receiver’s request. That being said, the Interim Receiver formally requests that you maintain and do not distribute the funds referenced in this letter without further notice from the Receiver.

If you have any questions, please contact the undersigned at your convenience.

Yours very truly,

PALLET VALO LLP

A handwritten signature in black ink, appearing to be 'JR', is written over the typed name 'Per: John Russo'.

Per: John Russo
JR/bp
cc. Client

TRANSMISSION VERIFICATION REPORT

TIME : 06/01/2018 08:32
NAME : PALLETT VALO
FAX : 9052736920
TEL : 9052733300
SER. # : BROF7V642844

DATE, TIME
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77 City Centre Drive, West Tower, Suite 300, Mississauga, Ontario L5B 1M5 Telephone: 905.273.3300 Fax: 905.273.6920 Toll Free: 1.800.323.3781

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FACSIMILE COMMUNICATION

DATE: June 1, 2018
TO: Sean Oostdyk
COMPANY: _____
FAX NUMBER: 1-905-681-7814
FROM: John Russo
RE: CWB Maxium – 1970636 ON
File No. 79801

TOTAL PAGES (including cover) 3
ORIGINALS TO FOLLOW BY: ☐ By Regular Mail ☐ By Courier ☒ Will Not Follow

Message: Please see attached.

If all pages have not been transmitted clearly, please call Maggi Smith at (905) 273-3300 ext. 227 as soon as possible.

RECEIPT

TO: **1970636 ONTARIO LTD.**

AND TO: **FABER & OOSTDYK**
o/u Sean Oostdyk Professional Corporation
Lawers
1025 Waterdown Road
Burlington, Ontario
L7T 1N4

RE: 1970636 Ontario Ltd. p/f 1919932 Ontario Ltd.
Mt. Cross Pharmacy
Situated at 503 Concession Street, Hamilton
Closing: June , 2017

The undersigned hereby acknowledges receipt from the Purchaser of the following:

1. One Million, Two Hundred and Fifty Thousand Dollars (\$1,250,000.00), being the deposit herein;
2. payment by certified funds in the amount of **Four Million Two Hundred Thousand Dollars (\$4,200,000.00)**; and
3. payment of \$_____ with respect to inventory;

in full and final satisfaction of the purchase price, payable pursuant to the Agreement of Purchase and Sale, dated June 2, 2017.

DATED: June , 2017

1919932 ONTARIO LTD.

Per:



Angelo Kirkopoulos, Secretary

PURCHASER'S DECLARATION RE DOWNPAYMENT

TO: CWB Maxium Financial Inc. (the "Lender")
FROM: 1970636 Ontario Ltd. (the "Purchaser")
RE: 1970636 Ontario Ltd. p/f 1919932 Ontario Ltd.
Mt. Cross Pharmacy
Situating at: 503 Concession Street West, Hamilton
Closing: June 1, 2017

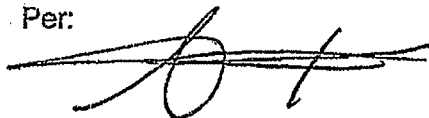
The undersigned on behalf of the Purchaser hereby certifies and represents to the Lender that the down payment being provided by the Purchaser as part of the purchase price owing to the Vendor, said down payment totally the sum of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00) in Canadian dollars, is entirely from non-borrowed sources.

The undersigned hereby acknowledges and confirms that the Lender is relying on this statement in connection with the loan to be advanced to the Purchaser in this matter.

DATED: June 6, 2017

1970636 ONTARIO LTD.

Per:



Angelo Kirkopoulos, Secretary
"I have authority to bind the corporation"

BMO Bank of Montreal - Banque de Montréal

CANADIAN DRAFT / TRAITE EN DOLLARS CANADIENS

CITYPLACE
26 FORT YORK BLVD.
TORONTO, ONTARIO, CANADA M5V 3Z3

996979

DATE

2017 05 05

GN

Pay to the order of
Payez à l'ordre de

1919932 ONTARIO LTD.

\$ 1,250,000⁰⁰

BANK OF
MONTREAL

1250000000

For Bank of Montreal / Pour la Banque de Montréal

Signature of presenter / Signature du présentateur

Address of presenter / Adresse du présentateur

Signature of bank / Signature de la banque

1059520000 20580299547922 90

Appendix 13

Request ID: 021643478
Transaction ID: 68058247
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/14
Time Report Produced: 15:22:06
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1975193	1975193 ONTARIO LTD.	2017/09/12
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
84 WILLS CRE	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
BINBROOK ONTARIO CANADA LOR 1C0	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
NOT AVAILABLE	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	00001 00001	NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 021643478
Transaction ID: 68058247
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/14
Time Report Produced: 15:22:06
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

1975193

Corporation Name

1975193 ONTARIO LTD.

Corporate Name History

1975193 ONTARIO LTD.

Effective Date

2017/09/12

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator: Name (Individual / Corporation)

AHMED
KASSIM

Address

84 WILLS CRES

BINBROOK
ONTARIO
CANADA L0R 1C0

Date Began

2017/09/12

First Director

YES

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 021643478
Transaction ID: 68058247
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/14
Time Report Produced: 15:22:06
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1975193

1975193 ONTARIO LTD.

Last Document Recorded

Act/Code Description

Form

Date

BCA ARTICLES OF INCORPORATION

1

2017/09/12

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

Appendix 14

MT. CROSS PHARMACY
1919932 ONT LTD
503 CONCESSION ST, HAMILTON, L9A 1C1, CANADA
Tel: (905) 389-0249 Fax: (905) 389-6568

Sales Totals - Summary
(Grouped By Plan)

Date Range: Nov 01, 2016 - Mar 31, 2017

Plan	New Rx's	Refill Rx's	# of Rx's	# of Trans	Discount	Plan 1 Paid	Plan 2 Paid	Plan 3 Paid	Plan 4 Paid	Total Plan Paid	Pat./Deduct Paid	Total Price Paid	Total MarkUp Paid	Total Fee Paid
DB	7903	42736	50639	50639	111828.51	991374.84	0.00	0.00	0.00	991374.84	57006.12	1048380.96	56511.74	340637.53
ESI	564	824	1388	2056	1007.44	61690.02	24247.52	576.11	0.00	86513.65	4539.77	91053.42	5808.61	11461.10
GS	184	128	312	409	475.56	14442.72	662.84	1.21	0.00	15106.77	2319.95	17426.72	1416.41	3052.31
IA	42	97	139	431	0.00	6856.78	1746.98	0.00	0.00	8603.76	0.00	8603.76	260.21	1096.00
IFH	41	12	53	53	0.00	1642.43	0.00	0.00	0.00	1642.43	0.00	1642.43	153.21	467.99
JOH	1	0	1	12	2.11	0.00	0.00	0.00	0.00	0.00	191.33	191.33	25.23	0.00
MAN	15	19	34	78	5.00	1291.62	249.48	0.00	0.00	1541.10	93.91	1635.01	157.40	326.21
MDM	8	0	8	8	0.00	233.74	0.00	0.00	0.00	233.74	74.43	308.17	20.74	79.92
NEX	50	93	143	152	83.08	4977.90	62.85	0.00	0.00	5040.75	170.80	5211.55	399.17	1418.59
OBC	73	67	140	198	17.65	5735.87	363.09	0.00	0.00	6098.96	262.01	6360.97	589.90	1398.60
PSH	15	4	19	21	0.00	1322.90	10.71	0.00	0.00	1333.61	245.97	1579.58	159.47	189.81
RXP	56	35	91	342	78.94	3764.46	6919.39	367.02	0.00	11050.87	1178.58	12229.45	399.68	901.13
SHN	940	1833	2773	3802	3152.55	120962.33	7085.00	196.38	0.00	128243.71	7837.55	136081.26	11835.87	23136.91
SSQ	3	0	3	3	2.00	15.62	0.00	0.00	0.00	15.62	39.21	54.83	2.44	29.97
WCB	151	527	678	680	240.86	30057.33	23.10	0.00	0.00	30080.43	135.33	30215.76	2310.77	6161.90
Totals:	10046	46375	56421	58884	116893.70	1244368.56	41370.96	1140.72	0.00	1286880.24	74094.96	1360975.20	80050.85	390357.97
CSH	1415	3835	5250	5250	11823.96	0.00	0.00	0.00	0.00	0.00	104110.72	104110.72	9533.74	39449.84
TOTALS:	11461	50210	61671	64134	128717.66	1244368.56	41370.96	1140.72	0.00	1286880.24	173205.68	1465085.92	89584.59	429807.81

Number of	Prescriptions	Transactions
New	11461	11961
Refills	50210	52184
Total	61671	64145
Deleted	1320	
On Hold	676	

Note: Deleted and On Hold Prescriptions are not included in the above results

Note: Discounts are already subtracted from Total Price Paid

MT. CROSS PHARMACY
 1919932 ONT LTD
 503 CONCESSION ST, HAMILTON, L9A 1C1, CANADA
 Tel: (905) 389-0249 Fax: (905) 389-6568

Sales Totals - Summary
(Grouped By Plan)

Date Range: Nov 01, 2015 - Oct 31, 2016

Plan	New Rx's	Refill Rx's	# of Rx's	# of Trans	Discount	Plan 1 Paid	Plan 2 Paid	Plan 3 Paid	Plan 4 Paid	Total Plan Paid	Pat./Deduct Paid	Total Price Paid	Total MarkUp Paid	Total Fee Paid
DB	18695	96202	114897	114897	258177.64	2391161.94	0.00	0.00	0.00	2391161.94	101622.65	2492784.59	133099.17	814764.15
ESI	1104	1427	2531	3704	1809.82	119353.08	39408.10	620.06	0.00	159381.68	8762.26	168143.94	11301.21	20654.94
ESO	0	3	3	3	0.00	62.81	0.00	0.00	0.00	62.81	2.00	64.81	3.95	24.99
GS	390	283	673	861	938.01	32482.94	988.23	1.21	0.00	33472.38	4447.42	37919.80	3123.53	6623.48
IA	92	186	278	724	3.11	11873.00	2548.21	0.00	0.00	14421.21	0.00	14421.21	453.26	2165.62
IFH	75	19	94	94	0.00	2861.68	0.00	0.00	0.00	2861.68	0.00	2861.68	265.05	830.02
JOH	2	3	5	31	8.44	657.68	0.00	0.00	0.00	657.68	301.08	958.76	126.15	0.00
MAN	25	28	53	128	7.00	1868.15	514.22	0.00	0.00	2382.37	182.61	2564.98	221.37	479.61
MDM	8	0	8	8	0.00	233.74	0.00	0.00	0.00	233.74	74.43	308.17	20.74	79.92
NEX	91	194	285	308	155.40	9752.51	145.66	0.00	0.00	9898.17	441.45	10339.62	792.36	2822.19
OBC	127	175	302	404	199.13	12234.75	613.38	0.00	0.00	12848.13	428.76	13276.89	1186.48	2992.62
PSH	18	11	29	112	0.00	2078.45	426.40	12.91	0.00	2517.76	434.84	2952.60	233.82	289.71
RXP	92	69	161	603	188.00	6392.03	12155.65	515.27	0.00	19062.95	1916.51	20979.46	672.57	1595.29
SHN	2005	3773	5778	7685	6094.56	262954.24	13483.14	410.14	0.00	276847.52	15429.57	292277.09	24870.38	48071.09
SSQ	3	0	3	3	2.00	15.62	0.00	0.00	0.00	15.62	39.21	54.83	2.44	29.97
WCB	352	989	1341	1351	588.19	61810.56	111.50	0.00	0.00	61922.06	243.46	62165.52	4784.61	12124.95
Totals:	23079	103362	126441	130916	268171.29	2915793.18	70394.49	1559.59	0.00	2987747.26	134326.25	3122073.51	181157.09	913548.55
CSH	3154	8999	12153	12153	23649.24	0.00	0.00	0.00	0.00	0.00	225577.97	225577.97	23128.55	65335.20
TOTALS:	26233	112361	138594	143069	291820.53	2915793.18	70394.49	1559.59	0.00	2987747.26	359904.22	3347651.48	204285.64	978883.75

Number of	Prescriptions	Transactions
New	26233	27210
Refills	112361	115873
Total	138594	143083
Deleted	3143	
On Hold	1639	

Note: Deleted and On Hold Prescriptions are not included in the above results

Note: Discounts are already subtracted from Total Price Paid

MT. CROSS PHARMACY
1919932 ONT LTD
503 CONCESSION ST, HAMILTON, L9A 1C1, CANADA
Tel: (905) 389-0249 Fax: (905) 389-6568

Sales Totals - Summary
(Grouped By Plan)

Date Range: Nov 01, 2014 - Oct 31, 2015

Plan	New Rx's	Refill Rx's	# of Rx's	# of Trans	Discount	Plan 1 Paid	Plan 2 Paid	Plan 3 Paid	Plan 4 Paid	Total Plan Paid	Pat./Deduct . Paid	Total Price Paid	Total MarkUp Paid	Total Fee Paid
ABT	15	0	15	15	0.00	824.85	0.00	0.00	0.00	824.85	0.00	824.85	0.00	0.00
BA	10	0	10	10	0.00	600.00	0.00	0.00	0.00	600.00	0.00	600.00	0.00	0.00
DB	18113	104370	122483	122483	260029.99	2751096.00	0.00	0.00	0.00	2751096.00	89569.35	2840665.34	150069.63	936312.47
ESI	878	1705	2583	3402	425.06	129426.89	18255.45	346.99	0.00	148029.33	9621.07	157650.40	12310.12	21418.92
ESO	15	17	32	32	2.00	1275.71	0.00	0.00	0.00	1275.71	12.33	1288.04	88.68	307.23
GS	320	584	904	1592	221.11	49694.91	4009.16	12.14	0.00	53716.21	3267.81	56984.02	4736.71	9030.96
IA	60	310	370	1407	9.33	5609.62	3624.86	0.00	0.00	9234.48	61.76	9296.24	190.11	2142.89
IFH	11	2	13	14	8.00	382.09	5.63	0.00	0.00	387.72	0.00	387.72	34.86	114.79
JOH	2	1	3	19	4.22	493.26	86.07	0.00	0.00	579.33	92.83	672.16	75.69	9.99
LS	14	1	15	15	21.22	774.85	0.00	0.00	0.00	774.85	0.00	774.85	0.00	0.00
MAN	6	3	9	9	3.00	194.35	0.00	0.00	0.00	194.35	8.49	202.84	11.37	69.99
MDM	11	13	24	24	7.89	1723.61	0.00	0.00	0.00	1723.61	267.92	1991.53	164.91	239.76
NEX	36	26	62	145	46.87	2139.85	581.64	0.00	0.00	2721.49	332.99	3054.48	268.14	595.42
OBC	154	388	542	591	239.43	28464.67	210.15	0.00	0.00	28674.82	1409.87	30084.69	2905.43	5337.58
PSH	10	9	19	343	3.49	1091.83	1586.35	125.10	0.00	2803.28	286.72	3090.00	127.19	189.81
RXP	110	197	307	643	328.33	11439.86	4566.09	207.80	0.00	16213.75	2086.30	18300.05	1205.42	2789.78
SHN	1491	2571	4062	5653	2124.98	172216.56	12891.85	2.95	0.00	185111.36	15491.25	200602.61	15596.73	35172.55
WCB	250	1093	1343	1351	602.00	49413.23	84.52	0.00	0.00	49497.75	40.17	49537.92	3385.04	12027.54
Totals:	21506	111290	132796	137748	264076.92	3206862.14	45901.77	694.98	0.00	3253458.89	122548.86	3376007.74	191170.03	1025759.68
CSH	2542	9147	11689	11689	1202.80	0.00	0.00	0.00	0.00	0.00	170907.27	170907.27	12688.03	37703.55
TOTALS:	24048	120437	144485	149437	265279.72	3206862.14	45901.77	694.98	0.00	3253458.89	293456.12	3546915.01	203858.06	1063463.23

Number of	Prescriptions	Transactions
New	24048	24986
Refills	120437	124453
Total	144485	149439
Deleted	5691	
On Hold	2574	

Note: Deleted and On Hold Prescriptions are not included in the above results

Note: Discounts are already subtracted from Total Price Paid

MT. CROSS PHARMACY
 1919932 ONT LTD
 503 CONCESSION ST, HAMILTON, L9A 1C1, CANADA
 Tel: (905) 389-0249 Fax: (905) 389-6568

Sales Totals - Summary
(Grouped By Plan)

Date Range: Nov 01, 2013 - Oct 31, 2014

Plan	New Rx's	Refill Rx's	# of Rx's	# of Trans	Discount	Plan 1 Paid	Plan 2 Paid	Plan 3 Paid	Plan 4 Paid	Total Plan Paid	Pat./Deduct Paid	Total Price Paid	Total MarkUp Paid	Total Fee Paid
BA	1	0	1	1	0.00	65.00	0.00	0.00	0.00	65.00	0.01	65.01	0.00	0.01
DB	22045	106938	128983	128983	233580.81	2848363.72	0.00	0.00	0.00	2848363.72	131141.22	2979504.94	156128.49	992810.50
ESI	1046	1832	2878	3897	232.96	130467.73	18643.83	246.82	0.00	149358.38	10951.44	160309.82	12030.18	22729.06
ESO	26	24	50	50	2.98	2390.72	0.00	0.00	0.00	2390.72	137.64	2528.36	149.14	402.39
GS	276	505	781	1686	114.62	41060.97	4816.28	0.00	0.00	45877.25	3587.22	49464.47	3654.30	7802.19
IA	112	469	581	2562	22.00	11034.40	6053.97	0.00	0.00	17088.37	0.00	17088.37	388.86	3738.00
IFH	33	34	67	67	0.00	2215.96	0.00	0.00	0.00	2215.96	0.00	2215.96	212.04	590.14
JOH	1	6	7	28	10.00	908.00	98.61	0.00	0.00	1006.61	150.27	1156.88	139.32	0.00
MAN	1	1	2	2	0.00	28.26	0.00	0.00	0.00	28.26	2.00	30.26	1.40	15.00
MDM	17	21	38	38	0.00	1350.57	0.00	0.00	0.00	1350.57	289.89	1640.46	114.66	379.62
NEX	25	11	36	36	0.00	2204.51	0.00	0.00	0.00	2204.51	488.04	2692.55	270.29	331.78
OBC	189	331	520	544	79.42	34482.62	95.93	0.00	0.00	34578.55	1131.91	35710.46	3030.24	5177.85
PSH	12	10	22	365	0.00	1337.28	1844.65	0.00	0.00	3181.93	468.79	3650.72	150.63	219.78
RXP	283	513	796	1018	1182.81	28935.62	4043.26	172.06	0.00	33150.94	5180.96	38331.90	3012.82	6473.09
SHN	1961	2985	4946	6520	1138.42	228297.04	12627.16	74.04	0.00	240998.24	24126.54	265124.78	21127.97	41544.54
SSQ	1	0	1	1	0.00	0.00	0.00	0.00	0.00	0.00	46.89	46.89	3.35	9.99
WCB	261	1298	1559	1564	349.84	63633.67	160.29	0.00	0.00	63793.96	32.67	63826.63	4580.93	14113.42
Totals:	26290	114978	141268	147362	236713.86	3396776.07	48383.98	492.92	0.00	3445652.97	177735.49	3623388.46	204994.62	1096337.36
CSH	4502	12288	16790	16790	39310.90	0.00	0.00	0.00	0.00	0.00	310949.37	310949.37	24304.17	72344.93
TOTALS:	30792	127266	158058	164152	276024.76	3396776.07	48383.98	492.92	0.00	3445652.97	488684.86	3934337.83	229298.79	1168682.29

Number of	Prescriptions	Transactions
New	30792	32099
Refills	127266	132055
Total	158058	164154
Deleted	2959	
On Hold	2767	

Note: Deleted and On Hold Prescriptions are not included in the above results

Note: Discounts are already subtracted from Total Price Paid

MT. CROSS PHARMACY
1919932 ONT LTD
503 CONCESSION ST, HAMILTON, L9A 1C1, CANADA
Tel: (905) 389-0249 Fax: (905) 389-6568

Sales Totals - Summary

(Grouped By Plan)

Date Range: Nov 01, 2012 - Oct 31, 2013

Plan	New Rx's	Refill Rx's	# of Rx's	# of Trans	Discount	Plan 1 Paid	Plan 2 Paid	Plan 3 Paid	Plan 4 Paid	Total Plan Paid	Pat./Deduct . Paid	Total Price Paid	Total MarkUp Paid	Total Fee Paid
DB	26066	113567	139633	139633	257157.15	3403813.22	0.00	0.00	0.00	3403813.22	116244.66	3520057.88	184403.51	1050857.96
ESI	1123	1566	2689	3691	79.43	134717.13	19203.59	0.00	0.00	153920.72	13436.23	167356.95	12883.23	20336.43
ESO	12	11	23	23	0.00	1108.24	0.00	0.00	0.00	1108.24	29.26	1137.50	79.88	172.50
GS	406	439	845	1841	56.73	44524.97	4759.13	0.00	0.00	49284.10	4269.00	53553.10	3707.58	8438.55
IA	187	449	636	2546	0.00	13459.98	6219.91	0.00	0.00	19679.89	11.38	19691.27	498.46	4137.31
IFH	30	22	52	79	0.00	1146.41	200.02	0.00	0.00	1346.43	0.00	1346.43	92.30	439.00
JOH	3	7	10	20	26.68	934.98	107.27	0.00	0.00	1042.25	148.35	1190.60	143.46	9.99
LS	1	1	2	2	0.00	104.98	0.00	0.00	0.00	104.98	0.01	104.99	0.00	0.01
MDM	17	11	28	28	0.98	709.22	0.00	0.00	0.00	709.22	193.96	903.18	57.69	269.73
NEX	16	32	48	48	4.56	1337.25	0.00	0.00	0.00	1337.25	215.04	1552.29	98.74	393.95
OBC	194	261	455	458	47.00	23648.49	18.33	0.00	0.00	23666.82	1555.03	25221.85	2141.12	4545.45
PSH	16	4	20	190	2.00	729.51	1152.68	0.00	0.00	1882.19	314.38	2196.57	78.97	199.80
RXP	219	293	512	621	128.64	26113.27	1614.75	0.00	0.00	27728.02	3849.93	31577.95	2608.72	4859.43
SHN	1992	3214	5206	6668	847.60	268947.39	11821.41	0.00	0.00	280768.80	23735.18	304503.98	24594.08	45165.24
WCB	354	830	1184	1190	277.06	65940.68	64.53	0.00	0.00	66005.21	117.95	66123.16	5305.78	10416.79
Totals:	30636	120707	151343	157038	258627.83	3987235.72	45161.62	0.00	0.00	4032397.34	164120.36	4196517.70	236693.52	1150242.14
CSH	3841	10253	14094	14094	5627.02	0.00	0.00	0.00	0.00	0.00	260965.77	260965.77	19148.90	54194.62
TOTALS:	34477	130960	165437	171132	264254.85	3987235.72	45161.62	0.00	0.00	4032397.34	425086.13	4457483.47	255842.42	1204436.76

Number of	Prescriptions	Transactions
New	34477	35973
Refills	130960	135159
Total	165437	171132
Deleted	3232	
On Hold	3125	

Note: Deleted and On Hold Prescriptions are not included in the above results

Note: Discounts are already subtracted from Total Price Paid

MT. CROSS PHARMACY
 1919932 ONT LTD
 503 CONCESSION ST, HAMILTON, L9A 1C1, CANADA
 Tel: (905) 389-0249 Fax: (905) 389-6568

Sales Totals - Summary
(Grouped By Plan)

Date Range: Nov 01, 2011 - Oct 31, 2012

Plan	New Rx's	Refill Rx's	# of Rx's	# of Trans	Discount	Plan 1 Paid	Plan 2 Paid	Plan 3 Paid	Plan 4 Paid	Total Plan Paid	Pat./Deduct . Paid	Total Price Paid	Total MarkUp Paid	Total Fee Paid
DB	29639	102710	132349	132349	241074.19	3114712.97	0.00	0.00	0.00	3114712.97	117218.94	3231931.91	170329.95	949658.26
ESI	840	798	1638	2421	60.00	90751.23	20798.70	0.00	0.00	111549.93	7573.90	119123.83	8383.36	12825.05
ESO	21	38	59	59	0.00	6537.37	0.00	0.00	0.00	6537.37	26.95	6564.32	439.45	463.50
GS	202	279	481	1447	84.39	25331.66	4876.16	0.00	0.00	30207.82	1842.79	32050.61	2177.61	4610.19
IA	197	235	432	2170	0.00	9998.90	5234.46	0.00	0.00	15233.36	0.00	15233.36	357.02	2962.29
IFH	240	170	410	447	0.00	14829.17	372.49	0.00	0.00	15201.66	1.59	15203.25	1491.86	3393.39
MDM	9	6	15	15	0.00	1103.02	0.00	0.00	0.00	1103.02	113.11	1216.13	131.87	149.85
NEX	17	54	71	76	11.00	2227.44	92.75	0.00	0.00	2320.19	313.01	2633.20	170.45	591.88
OBC	51	87	138	215	6.00	6024.53	219.34	0.00	0.00	6243.87	799.94	7043.81	641.73	1325.54
PSH	2	0	2	49	0.00	22.34	310.25	0.00	0.00	332.59	23.46	356.05	2.19	19.98
RXP	251	190	441	490	69.97	29145.41	273.44	0.00	0.00	29418.85	3827.15	33246.00	2969.43	4260.43
SHN	1563	2497	4060	5042	861.95	208612.50	7815.18	0.00	0.00	216427.68	16681.09	233108.77	19790.15	34847.78
SSQ	2	8	10	10	11.98	319.10	0.00	0.00	0.00	319.10	67.81	386.91	27.18	99.90
WCB	474	1016	1490	1491	426.15	59028.97	59.70	0.00	0.00	59088.67	181.31	59269.98	4637.94	12875.20
Totals:	33508	108088	141596	146281	242605.63	3568644.61	40052.47	0.00	0.00	3608697.08	148671.05	3757368.13	211550.19	1028083.24
CSH	3127	7263	10390	10390	1490.12	0.00	0.00	0.00	0.00	0.00	194228.91	194228.91	13615.55	42890.30
TOTALS:	36635	115351	151986	156671	244095.75	3568644.61	40052.47	0.00	0.00	3608697.08	342899.96	3951597.04	225165.74	1070973.54

Number of	Prescriptions	Transactions
New	36635	38238
Refills	115351	118437
Total	151986	156675
Deleted	3511	
On Hold	4067	

Note: Deleted and On Hold Prescriptions are not included in the above results

Note: Discounts are already subtracted from Total Price Paid

MT. CROSS PHARMACY
1919932 ONT LTD
503 CONCESSION ST, HAMILTON, L9A 1C1, CANADA
Tel: (905) 389-0249 Fax: (905) 389-6568

Sales Totals - Summary

(Grouped By Plan)

Date Range: Nov 01, 2010 - Oct 31, 2011

Plan	New Rx's	Refill Rx's	# of Rx's	# of Trans	Discount	Plan 1 Paid	Plan 2 Paid	Plan 3 Paid	Plan 4 Paid	Total Plan Paid	Pat./Deduct . Paid	Total Price Paid	Total MarkUp Paid	Total Fee Paid
DB	14939	45019	59958	59958	103372.51	1631543.07	0.00	0.00	0.00	1631543.07	72811.09	1704354.16	91051.96	446003.30
ESI	880	681	1561	2181	183.54	82386.63	13445.67	0.00	0.00	95832.30	6451.04	102283.34	7628.04	12898.12
ESO	19	49	68	68	0.00	8687.74	0.00	0.00	0.00	8687.74	0.00	8687.74	740.44	544.00
GS	151	219	370	878	72.50	20753.06	3531.04	0.00	0.00	24284.10	2096.87	26380.97	1918.75	3438.30
IA	198	241	439	1770	0.00	10453.64	3482.08	0.00	0.00	13935.72	8.73	13944.45	548.21	3184.61
IFH	476	399	875	875	0.00	35096.86	0.00	0.00	0.00	35096.86	0.00	35096.86	3648.32	7123.20
MDM	20	4	24	26	0.00	1935.47	8.24	0.00	0.00	1943.71	96.11	2039.82	239.44	239.76
NEX	31	52	83	83	6.00	2700.67	0.00	0.00	0.00	2700.67	438.23	3138.90	253.32	693.85
OBC	60	40	100	104	0.00	3664.48	20.25	0.00	0.00	3684.73	662.89	4347.62	416.82	987.02
PSH	1	0	1	20	0.00	97.74	162.18	0.00	0.00	259.92	24.43	284.35	9.26	9.99
RXP	262	79	341	351	92.90	19939.33	35.00	0.00	0.00	19974.33	2342.68	22317.01	2069.68	3331.33
SHN	1419	1965	3384	4286	775.40	152326.34	8213.77	0.00	0.00	160540.11	15255.97	175796.08	14273.65	27634.70
WCB	595	1053	1648	1656	191.32	75036.60	173.95	0.00	0.00	75210.55	35.76	75246.31	6230.93	14079.06
Totals:	19051	49801	68852	72256	104694.17	2044621.63	29072.18	0.00	0.00	2073693.81	100223.80	2173917.61	129028.82	520167.24
CSH	2635	2813	5448	5448	842.32	0.00	0.00	0.00	0.00	0.00	178843.93	178843.93	13181.41	36380.31
TOTALS:	21686	52614	74300	77704	105536.49	2044621.63	29072.18	0.00	0.00	2073693.81	279067.73	2352761.54	142210.23	556547.55

Number of	Prescriptions	Transactions
New	21686	23151
Refills	52614	54553
Total	74300	77704
Deleted	1810	
On Hold	1349	

Note: Deleted and On Hold Prescriptions are not included in the above results

Note: Discounts are already subtracted from Total Price Paid

Appendix 15

MT. CROSS PHARMACY
 1919932 ONT LTD
 503 CONCESSION ST, HAMILTON, L9A 1C1, CANADA
 Tel: (905) 389-0249 Fax: (905) 389-6568

Gross Profit - Summary
(Based on Sold Cost)

Date Range: Jun 01, 2017 - May 31, 2018

Plan	# of RX's	Best Cost \$	Sold Cost \$	Markup \$	Markup %	Fees \$	MixMin \$	Discount \$	Gross Sales \$	Profit \$	Profit %	Profit Avg.\$
ESI	52	66631.73	66631.70	8762.47	13.15 %	479.57	0.00	9.98	75792.58	9160.85	13.75 %	176.17
PSH	19	21192.60	21192.60	2732.81	12.90 %	189.81	0.00	0.00	24115.22	2922.62	13.79 %	153.82
SHN	542	588631.21	588631.20	78536.70	13.34 %	5029.90	0.00	189.78	672050.61	83419.40	14.17 %	153.91
Totals:	613	676455.55	676455.50	90031.98	13.31 %	5699.28	0.00	199.76	771958.41	95502.86	14.12 %	155.80

Note: Gross Profit Summary

Best Cost - The highest cost you can sell the drug (the program takes that highest available cost from the drug file, it will check acquisition cost if you have entered any in the file otherwise it will choose the Unit price).

Sold Cost - This is the Drug Cost at which the prescription was sold or accepted by the Insurance Plan. If your Sold Cost is lower than your Best Cost you will most likely see a negative markup. It is an indication of loss and requires immediate attention.

Mark up - This is the amount of Markup paid by the plan.

Markup % - Shows the amount of the Markup Paid by the Plan in percent format.

Gross Sales - This is the sum of all payments from all plans.

Profit \$ - Shows difference between the Rx Price and the Purchase Cost.

Profit % - This is the profit in percent format (this is done by Dividing the Profit dollar amount by The Sold Cost.) .

Average Profit - This is the result of the Profit \$ divided by the number of Prescriptions.

Appendix 16

John Russo
E-mail: jrusso@pallettvalo.com
Direct Line: (905) 273-3022 x. 282

BY EMAIL AND COURIER

June 4, 2018

Amalia Pinos
Amalia.Pinos@telus.com
630 René-Levesque ouest
Montréal QC H3B 1S6

Dear Ms. Pinos:

**Re: CWB Maxium Financial Inc. v. 1970636 Ontario Ltd. o/a Mt. Cross Pharmacy
("Mt. Cross")
Court File No. CV-18-597922-00CL
Our File No. 79801**

As you know, we are counsel for msi Spergel inc. in its capacity as the interim receiver of all of the assets, undertaking and properties of Mt. Cross (the "**Interim Receiver**"). The Interim Receiver was appointed pursuant to the enclosed Order of the Honourable Justice Dunphy dated May 16, 2018 (the "**Appointment Order**"). Pursuant to paragraph 5 of the Appointment Order, among other things, any person who has possession of any contracts of Mt. Cross is required to provide such contracts to the Interim Receiver.

Further to our conversation, we understand that Telus Health Solutions Inc. or one of its subsidiaries ("**Telus**") was party to an agreement with Mt. Cross (the "**Agreement**"), which Telus asserts it terminated in April 2018. Kindly provide a copy of the Agreement and any termination notice sent by Telus to Mt. Cross to the undersigned as soon as possible.

We understand that, pursuant to the Agreement, Telus provided electronic claims processing services to Mt. Cross, such that Mt. Cross was able to process insurance claims made by patients immediately and electronically (the "**Services**"). The Services were essential for Mt. Cross and its patients, as a large portion of Mt. Cross's patients make electronic claims, either as a matter of preference or because they are unable to afford the upfront costs of paying for the medication and submitting a manual claim for reimbursement. As a result, the inability to process electronic claims is having a detrimental effect not only on Mt. Cross's business and its ability to repay its creditors, but also on its patients who may not otherwise be able to afford their medications.

This letter constitutes a formal request to reinstate the Services pursuant to the terms of the Agreement. Please be assured that, should the Services be reinstated, only legitimate claims will

be submitted under the auspices of the Interim Receiver, who is an officer of the Court. In addition, please be assured that the Interim Receiver will honour the payment provisions provided for in the Agreement on a go-forward basis pursuant to paragraph 11 of the Appointment Order.

With respect to any arrears owing to Telus by Mt. Cross, CWB Maxium Financial Inc. intends to bring a motion to the Ontario Superior Court of Justice (Commercial List) on June 14, 2018 seeking, among other things, a full receivership over the property of Mt. Cross. Telus will be able to submit a claim for any pre-filing arrears in the receivership, if granted.

Kindly advise whether Telus is willing to reinstate the Services pursuant to the terms of the Agreement. Please be advised that, should Telus not reinstate the Services, the Interim Receiver intends to bring a motion to compel Telus to do so.

Yours very truly,

PALLET VALO LLP

A handwritten signature in cursive script, appearing to read "J Russo / lb.", written in dark ink.

Per: John Russo

JR/sm

Encl.

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CWB MAXIUM FINANCIAL INC.

Plaintiff

and

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

Defendants

**AFFIDAVIT OF MAUREEN MCLAREN
(SWORN JUNE 6, 2018)**

I, MAUREEN MCLAREN, of the Town of Keswick, in the Regional Municipality of York, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a legal assistant employed by Miller Thomson LLP, counsel for the Plaintiff, CWB Maxium Financial Inc. ("**CWB Maxium**"). Where I have been advised of facts by third parties, I have identified the source of the facts and I hereby state that I verily believe such facts to be true.
2. I make this affidavit in support of the motion by the Plaintiff, CWB Maxium Financial Inc. ("**CWB Maxium**") to appoint msi Spergel inc. ("**Spergel**") as court-appointed receiver of the property, assets and undertaking of 1970636 Ontario Ltd. o/a MT. Cross Pharmacy ("**Mt. Cross**") and 1975193 Ontario Ltd. dba MTN RX & Health ("**MTN RX**").
3. In that regard, I attach the following documents for the assistance of the Court:

- (a) Attached as **Exhibit “A”** to this my affidavit are copies of CWB Maxium’s letters dated May 28, 2018 to Umair N. Nasim and Shrikant Malhotra demanding payment under their respective guarantees and enclosing a Notice of Intent to Enforce Security;
- (b) Attached as **Exhibit “B”** to my affidavit is a copy of a PPSA Financing Change Statement which shows that CWB Maxium amended its PPSA registration against Mt. Cross on May 22, 2018 to add MTN RX as an additional debtor pursuant to s. 48(2) of the PPSA;
- (c) Attached as **Exhibit “C”** to my affidavit is a copy of corporation profile report in respect to MTN RX. The profile report indicates that Ahmed Kassim is the sole director of MTN RX;
- (d) Attached as **Exhibit “D”** to my affidavit is a copy of a search conducted under the *Personal Property Security Act (Ontario)* as against MTN RX. As noted in the PPSA search, the only secured party in respect to MTN RX is McKesson Canada Corporation; and
- (e) Attached as **Exhibit “E”** to my affidavit is a copy of corporation profile report in respect to 1919932 Ontario Ltd. (the “**Vendor**”), the vendor of the Mt. Cross pharmacy business. The report lists Orlando Den Cassavia, George Vlachodimos and Angelo Kirkopoulos as the directors and officers of the Vendor.

4. I make this affidavit in support of CWB Maxium's motion to appoint Spergel as court-appointed receiver and for no other or improper purpose.

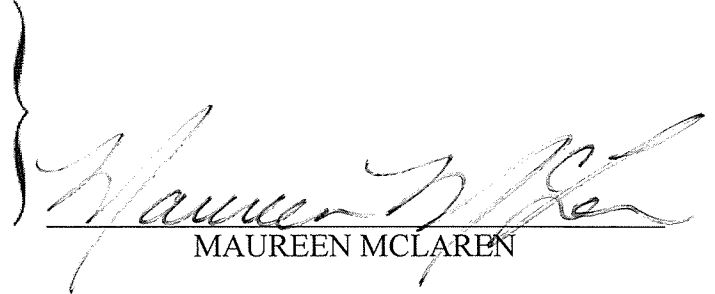
SWORN BEFORE ME at the City of
Toronto, on June 6, 2018



Commissioner for Taking Affidavits

(or as may be)

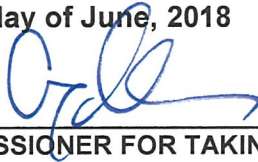
C. Milus



MAUREEN MCLAREN

TAB A

**This is Exhibit "A" referred to in the affidavit
of MAUREEN MCLAREN, SWORN BEFORE ME
this 6th day of June, 2018**

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

A COMMISSIONER FOR TAKING AFFIDAVITS



MAXIUM
FINANCIAL

Registered Letter

Monday May 28th, 2018

Mr. Umair Nasim
Personal and Confidential
27 Spitfire Drive
Mount Hope, Ontario
L0R 1W0

**RE: 1970636 Ontario Ltd.
Amount: \$4,578,464.85**

Dear Sir:

Please be advised that the subject 1970636 Ontario Ltd. are in arrears in the amount of \$94,530.40 and are accordingly deemed to be in default. A Demand for payment was issued to 1970636 Ontario Ltd. on Tuesday May 8th, 2018. A personal Guarantee was executed by you on June 5th, 2017 to support the outstanding debt of 1970636 Ontario Ltd., a copy of which is herewith attached for your information.

We are now demanding payment in full in the amount of \$4,578,464.85 which represents the total amount owing for all contracts.

If payment in full has not been received by Thursday June 7th, 2018 CWB Maxium Financial Inc. will have no other alternative than to proceed with the necessary legal action.

It is in your best interest to contact this office immediately to discuss payment arrangements.

PLEASE BE ADVISED THAT WE HAVE INSTRUCTED OUR LEGAL COUNSEL TO OPEN A FILE.

TIME IS NOW OF THE ESSENCE. GOVERN YOURSELF ACCORDINGLY.

Regards

Benjamin Wyatt
Vice President - Portfolio
Attachment

CWB Maximum Financial Inc.
Guarantee

1. CUSTOMER GUARANTEED

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

1970636 Ontario Ltd.

(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 Maximum 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 substance 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 5th day of June 2017

IN WITNESS WHEREOF:

BY:

Name:

Guaranteee

BY:

Umay Nasim

FORM 86

NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)

TO: Umair Nasim., an insolvent person

TAKE NOTICE THAT:

1. CWB MAXIUM FINANCIAL INC., a secured creditor, intends to enforce its security on the insolvent person's property described below:

"As described in the attached General Security Agreement"

2. The security that is to be enforced is in the form of the attached General Security Agreement"

3. The total amount of indebtedness secured by the security is \$4,578,464.85 together with interest and costs.

4. The secured creditor will not have the right to enforce the security until after the expiry of the ten day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Richmond Hill, this 28th day of May 2018.

CWB MAXIUM FINANCIAL INC.

Per: 
Benjamin Wyatt
Vice President - Portfolio

General Security Agreement

Customer: Umar Nasim

Date: June 5, 2017

SECURITY INTEREST

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

INDEBTEDNESS AND LIABILITY SECURED

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

1. DEFINITIONS OF COLLATERAL

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

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

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

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

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

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

2. ACCOUNTS

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

3. INVESTMENT PROPERTY

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

to execute such other documents and to perform such other acts as may be

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

4. PROCEEDS

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

5. INCOME AND INTEREST ON INVESTMENT PROPERTY

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

6. COSTS AND EXPENSES

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

7. FREE AND CLEAR

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

8. INSURANCE

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

9. LOCATION OF COLLATERAL

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

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

10. LIMITATION ON OBLIGATIONS OF CWB MAXIMUM

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

11. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that:

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

12. REPORTING

You will:

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

13. POSITIVE COVENANTS

You agree to:

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

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

14. NEGATIVE COVENANTS

You will not:

- (a) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to the Collateral, or sign or file under the *Personal Property Security Act* (Ontario) (the "PPSA") or similar registry system of any jurisdiction a financing statement which names you as a debtor, or sign any security agreement authorizing any secured party thereunder to file such financing statement creating a security interest in the Collateral;
- (b) if you are a corporation, a partnership or a sole proprietorship, as the case may be, permit any change of ownership or change your capital structure without our prior written consent, such consent not to be unreasonably withheld; or
- (c) transfer your interest in any part of the Collateral not expressly permitted under this Agreement or change the location(s) of the Collateral without our prior written consent.

15. DEFAULT

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

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

16. REMEDIES

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

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

- (h) take any other action deemed necessary to carry into effect the provisions of this Agreement.

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

17. POWER OF ATTORNEY

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

18. NON WAIVER BY US

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

19. DEALING WITH SECURITY INTEREST

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

20. PAY ENCUMBRANCES

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

21. PAYMENTS

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

22. DEFINITIONS

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

23. CONTINUING EFFECTIVENESS

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

24. ACKNOWLEDGEMENT & WAIVER

You acknowledge receipt of a copy of this Agreement. You waive any right you may have to receive a copy of any financing statement, verification statement, or similar document we register

or that we may receive by way of confirmation of a security registration in respect of this Agreement or any agreement amending, supplementing or replacing it.

25. SUCCESSORS AND ASSIGNS

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

26. NOTICES

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

27. DISCHARGE

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

28. ENTIRE AGREEMENT

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

29. NO MERGER


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

30. FURTHER ASSURANCES

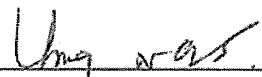
You shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered every such further act, deed, conveyance, instrument, transfer, assignment, security agreement and assurance as we may reasonably require in order to give effect to the provisions and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

31. GOVERNING LAW

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



WITNESS



Umair Nasim

Address: 27 Spitfire Drive, Mount Hope, ON L0R 1W0

Registered Letter

Monday May 28, 2018

Shrikant Malhotra
Personal and Confidential
5633 Retreat Street
Mississauga, Ontario
L5R 0B3

**RE: 1970636 Ontario Ltd.
Amount: \$4,578,464.85**

Dear Sir:

Please be advised that the subject 1970636 Ontario Ltd. are in arrears in the amount of \$94,530.40 and are accordingly deemed to be in default. A Demand for payment was issued to 1970636 Ontario Ltd. on Tuesday May 8th, 2018. A personal Guarantee was executed by you on June 5th, 2017 to support the outstanding debt of 1970636 Ontario Ltd., a copy of which is herewith attached for your information.

We are now demanding payment in full in the amount of \$4,578,464.85 which represents the total amount owing for all contracts.

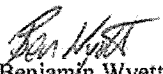
If payment in full has not been received by Thursday June 7th, 2018 CWB Maxium Financial Inc. will have no other alternative than to proceed with the necessary legal action.

It is in your best interest to contact this office immediately to discuss payment arrangements.

PLEASE BE ADVISED THAT WE HAVE INSTRUCTED OUR LEGAL COUNSEL TO OPEN A FILE.

TIME IS NOW OF THE ESSENCE. GOVERN YOURSELF ACCORDINGLY.

Regards


Benjamin Wyett
Vice President - Portfolio
Attachment

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").

1970636 Ontario Ltd.

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 5th day of June 2017

IN WITNESS WHEREOF:

BY:

Name:

Guarantee

BY:

Shrikant Malhotra

FORM 86

NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)

TO: Shrikant Malhotra., an insolvent person

TAKE NOTICE THAT:

1. CWB MAXIUM FINANCIAL INC., a secured creditor, intends to enforce its security on the insolvent person's property described below:

“As described in the attached General Security Agreement”

2. The security that is to be enforced is in the form of the attached General Security Agreement”

3. The total amount of indebtedness secured by the security is \$4,578,464.85 together with interest and costs.

4. The secured creditor will not have the right to enforce the security until after the expiry of the ten day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Richmond Hill, this 28th day of May 2018.

CWB MAXIUM FINANCIAL INC.

Per: 
Benjamin Wyett
Vice President - Portfolio

General Security Agreement

Customer: Shrikant Malhotra

Date: June 5 2017

SECURITY INTEREST

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

INDEBTEDNESS AND LIABILITY SECURED

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

1. DEFINITIONS OF COLLATERAL

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

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

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

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

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

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

2. ACCOUNTS

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

3. INVESTMENT PROPERTY

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

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

4. PROCEEDS

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

5. INCOME AND INTEREST ON INVESTMENT PROPERTY

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

6. COSTS AND EXPENSES

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

7. FREE AND CLEAR

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

8. INSURANCE

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

9. LOCATION OF COLLATERAL

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

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

10. LIMITATION ON OBLIGATIONS OF CWB MAXIMUM

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

11. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that:

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

12. REPORTING

You will:

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

13. POSITIVE COVENANTS

You agree to:

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

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

14. NEGATIVE COVENANTS

You will not:

- (a) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to the Collateral, or sign or file under the *Personal Property Security Act* (Ontario) (the "PPSA") or similar registry system of any jurisdiction a financing statement which names you as a debtor, or sign any security agreement authorizing any secured party thereunder to file such financing statement creating a security interest in the Collateral;
- (b) if you are a corporation, a partnership or a sole proprietorship, as the case may be, permit any change of ownership or change your capital structure without our prior written consent, such consent not to be unreasonably withheld; or
- (c) transfer your interest in any part of the Collateral not expressly permitted under this Agreement or change the location(s) of the Collateral without our prior written consent.

15. DEFAULT

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

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

16. REMEDIES

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

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

- (h) take any other action deemed necessary to carry into effect the provisions of this Agreement.

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

17. POWER OF ATTORNEY

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

18. NON WAIVER BY US

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

19. DEALING WITH SECURITY INTEREST

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

20. PAY ENCUMBRANCES

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

21. PAYMENTS

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

22. DEFINITIONS

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

23. CONTINUING EFFECTIVENESS

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

24. ACKNOWLEDGEMENT & WAIVER

You acknowledge receipt of a copy of this Agreement. You waive any right you may have to receive a copy of any financing statement, verification statement, or similar document we register

or that we may receive by way of confirmation of a security registration in respect of this Agreement or any agreement amending, supplementing or replacing it.

25. SUCCESSORS AND ASSIGNS

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

26. NOTICES

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

27. DISCHARGE

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

28. ENTIRE AGREEMENT

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

29. NO MERGER

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

30. FURTHER ASSURANCES

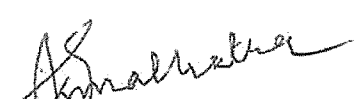
You shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered every such further act, deed, conveyance, instrument, transfer, assignment, security agreement and assurance as we may reasonably require in order to give effect to the provisions and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

31. GOVERNING LAW

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



WITNESS

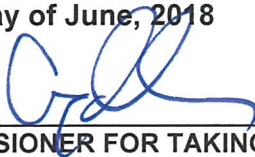


Shrikant Malhotra

Address: 5633 Retreat Street, Mississauga, ON L5R 0B3

TAB B

**This is Exhibit "B" referred to in the affidavit
of MAUREEN MCLAREN, SWORN BEFORE ME
this 6th day of June, 2018**

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

A COMMISSIONER FOR TAKING AFFIDAVITS

Account No. (if applicable)/N° de compte (si pertinent)

Registration Account Code/Code du compte d'enregistrement

Financing Change Statement/Change Statement
État de modification du financement/État de modification2018/05/22 142 05060
1862A20180522A

Registration No. (for office use only) /N° d'enregistrement (usage interne)

YYYY/AAAA MM/MM DD/JJ Time/Heure

Branch/Bureau

Sequence/Séquence

Ministry of
Consumer and
Business
ServicesMinistère des
Services aux
Consommateurs
et aux EntreprisesForm
Formule 3C

10553(03/95)

Registered Under (office use only)/
Enregistré aux termes de (usage interne)

31	Reference File Number/ N° de dossier de référence	728007795	Renewal (B) OR Discharge (C)/ Renouvellement (B) OU Mainlevée(C)		Enter Number of Additional Years if Renewal (see reverse)/ Indiquer le nombre d'années supplémentaires s'il s'agit d'un renouvellement (voir au verso)	
32	Individual Debtor (as recorded)/ Débiteur particulier (tel qu'inscrit)	First Given Name/ Premier prénom Initial/ Initiale Surname/ Nom de famille				
33	Business Debtor (as recorded)/ Débiteur commercial (tel qu'inscrit)	1975193 ONTARIO LTD.				
		Ontario Corporation No. / N° matricule de la personne morale en Ontario				
08/ 16	Secured Party/Lien Claimant/ Registering Agent /Créancier garanti/Créancier privilégié/Agent d'enregistrement					
09/ 17	Address/Adresse City, etc/Ville, etc. Prov./Prov. Postal Code/Code postal					

MILLER THOMSON LLP
40 KING STREET WEST, SUITE 5800
TORONTO ON M5H 3S1**Authorized Signature/Signature autorisée**Name and Signature of Secured Party/Lien Claimant OR Name of Secured
Party/Lien Claimant AND Name and Signature of Agent of Secured
Party/Lien Claimant / Nom et signature du créancier garanti/créancier
privilégié OU Nom du créancier garanti/créancier privilégié ET nom et
signature de l'agent du créancier garanti/créancier privilégié

This form must not be reproduced for registration purposes. / Cette formule ne doit pas être reproduite aux fins d'enregistrement.

(Cut along dotted line / Détachez à la ligne pointillée)

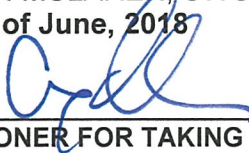
This is not a Certificate issued under the PPSA. It is provided as a courtesy to assist you/ Le présent n'est pas un certificat délivré en vertu de PPSA Il est délivré à titre gracieux pour vous aider.

Verification Statement/État de vérification

Form Type/ Type de formule	Page/ Page	Line/ Ligne	*The expiry date calculated by the system may exceed the date on which the registration ceases to be effective. * La date d'expiration établie en vertu du système peut être postérieure à la date à laquelle l'enregistrement cesse d'être en vigueur.	Page/ Page	OF DE	Total Pages/ Nombre de pages	*Expiry Date/ Date d'expiration YYYY/AAAA MM/MM DD/JJ
				1		1	2027/05/25
2C	1	01	CAUTION FILING/AVERTIS:	PAGE:	1 OF/DE:	1	MV SCHEDULE
2C	1	01	ATTACHED/LISTE VA:	REG NUM/NO ENREGIST:	20180522 0929 1862 3551		
2C	1	01	REG UNDER/T. ENREG:				
2C	1	21	728007795				
2C	1	22	AMEND - PAGE/CORR PAGE:	NO PAGE/AUCUNE:	X	CHANGE/MODIF:	A
2C	1	22	REN YEARS/REN ANNEES:	CORR PER/PER EXAC:			
2C	1	24	1970636 ONTARIO LTD.				
2C	1	26	ADD 1975193 ONTARIO LTD. AS AN ADDITIONAL DEBTOR.				
2C	1	03	1975193 ONTARIO LTD.				
2C	1	04	84 WILLS CRE				
2C	1	04	BINBROOK	ON	L0R 1C0		
2C	1	16	MILLER THOMSON LLP				
2C	1	17	40 KING STREET WEST, SUITE 5800				
2C	1	17	TORONTO	ON	M5H 3S1		
***			VERIFY IMMEDIATELY UPON RECEIPT / VERIFIEZ IMMEDIATEMENT VOTRE AVIS				***

TAB C

**This is Exhibit "C" referred to in the affidavit
of MAUREEN MCLAREN, SWORN BEFORE ME
this 6th day of June, 2018**

A handwritten signature in blue ink, appearing to be 'C. L.', is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

Request ID: 021643478
Transaction ID: 68058247
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/14
Time Report Produced: 15:22:06
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1975193	1975193 ONTARIO LTD.	2017/09/12
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
84 WILLS CRE	NOT APPLICABLE	NOT APPLICABLE
BINBROOK ONTARIO CANADA LOR 1C0	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
NOT AVAILABLE		NOT APPLICABLE
	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced in Ontario Date Ceased in Ontario
Activity Classification	00001 00001	NOT APPLICABLE NOT APPLICABLE
NOT AVAILABLE		

Request ID: 021643478
Transaction ID: 68058247
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/14
Time Report Produced: 15:22:06
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

1975193

Corporation Name

1975193 ONTARIO LTD.

Corporate Name History

1975193 ONTARIO LTD.

Effective Date

2017/09/12

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

AHMED

KASSIM

Address

84 WILLS CRES

BINBROOK
ONTARIO
CANADA L0R 1C0

Date Began

2017/09/12

First Director

YES

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 021643478
Transaction ID: 68058247
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/14
Time Report Produced: 15:22:06
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1975193

1975193 ONTARIO LTD.

Last Document Recorded

Act/Code	Description	Form	Date
BCA	ARTICLES OF INCORPORATION	1	2017/09/12

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

TAB D

**This is Exhibit "D" referred to in the affidavit
of MAUREEN MCLAREN SWORN BEFORE ME
this 6th day of June, 2018**



A COMMISSIONER FOR TAKING AFFIDAVITS

RUN NUMBER : 143
RUN DATE : 2018/05/23
ID : 20180523091131.50

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

REPORT : PSSR060
PAGE : 1
(7281)

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

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 1975193 ONTARIO LTD.

FILE CURRENCY : 22MAY 2018

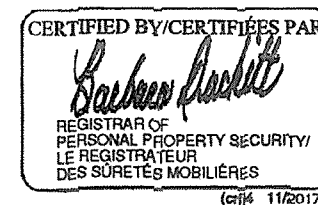
ENQUIRY NUMBER 20180523091131.50 CONTAINS 8 PAGE(S), 3 FAMILY(IES).

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

MILLER THOMSON LLP
40 KING STREET WEST, SUITE 5800
TORONTO ON M5H 3S1

CONTINUED...

2



RUN NUMBER : 143
RUN DATE : 2018/05/23
ID : 20180523091131.50

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

REPORT : PSSR060
PAGE : 2
(7282)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1975193 ONTARIO LTD.
FILE CURRENCY : 22MAY 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER
735611742

01 CAUTION FILING NO. OF PARTS TOTAL NO. OF PARTS MOTOR VEHICLE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
01 001 20180111 1706 1462 1096 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 1975193 ONTARIO LTD.

04 ADDRESS 566 CONCESSION ST HAMILTON ONTARIO CORPORATION NO. ON L8V1B1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / MCKESSON CANADA CORPORATION

09 ADDRESS 6355 VISCOUNT ROAD MISSISSAUGA ON L4V1W2

10 COLLATERAL CHARGE/SECURITY MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING MCKESSON CANADA CORPORATION - LEGAL DEPARTMENT

17 ADDRESS 4705 DOBRIN ST. SAINT-LAURENT QC H4R2P7

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
Barbara Prescott
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(ajr) 11/2017



RUN NUMBER : 143
RUN DATE : 2018/05/23
ID : 20180523091131.50

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

REPORT : PSSR060
PAGE : 3
(7283)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1975193 ONTARIO LTD.
FILE CURRENT : 22MAY 2018

FORM 1C FINANCIAL STATEMENT / CLAIM FOR TIEN

00 FILE NUMBER
735611751

01 PARTIAL PAYING NO. OF MONTHS TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SCHEDULE NUMBER UNDER PERIOD
01 001 20180111 1706 1462 1097 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 1975193 ONTARIO LTD.
04 ADDRESS 566 CONCESSION ST HAMILTON ONTARIO CORPORATION NO.
ON L8V1B1

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

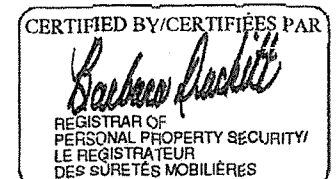
08 SECURED PARTY / MCKESSON CANADA CORPORATION
09 ADDRESS 6355 VISCOUNT ROAD MISSISSAUGA ON L4V1W2

10 COLLATERAL CHARGES/LOAN COLLATERAL MOTOR VEHICLE AMOUNT DATE OF NO-FIXED
SECURED PARTY/LOAN COLLATERAL INCLUDED MATURITY OR MATURITY DATE
X X X X

11 MOTOR VEHICLE PARTIAL
12 GENERAL COLLATERAL
13 COLLATERAL
14 DESCRIPTION
15 REGISTERING MCKESSON CANADA CORPORATION - LEGAL DEPARTMENT
16 ADDRESS 4705 DOBRIN ST. SAINT-LAURENT QC H4R2P7

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

CONTINUED... 4



(c) 11/2017



RUN NUMBER : 143
RUN DATE : 2018/05/23
ID : 20180523091131.50

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

REPORT : PSSR060
PAGE : 4
(7284)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1975193 ONTARIO LTD.
FILE CURRENCY : 22MAY 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER
728007795

01 CAUTION DATE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION
FILING NO. OF AMOUNT SCHEDULE NUMBER UNDER PERIOD
01 003 20170525 1436 1530 0729 P PPSA 10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME 1970636 ONTARIO LTD.

04 ADDRESS 503 CONCESSION STREET HAMILTON ONTARIO CORPORATION NO.
ON NOG 1H0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME CONCESSION WENTWORTH MEDICAL CLINIC

07 ADDRESS 503 CONCESSION STREET HAMILTON ONTARIO CORPORATION NO.
ON NOG 1H0

08 SECURED PARTY / CWB MAXIMUM FINANCIAL INC.

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

10 COLLATERAL DESCRIPTION
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED
X X X X X

11 MOTOR YEAR MAKE MODEL VIN
12 VEHICLE

13 GENERAL A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND
14 COLLATERAL AFTER-ACQUIRED PERSONAL PROPERTY.
15 DESCRIPTION

16 REGISTERING D+H LIMITED PARTNERSHIP

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

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
Barbara Aschitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(c)1ft 11/2017)



RUN NUMBER : 143
RUN DATE : 2018/05/23
ID : 20180523091131.50

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

REPORT : PSSR060
PAGE : 5
(7285)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1975193 ONTARIO LTD.
FILE CURRENCY : 22MAY 2018

FORM 10 FINANCING STATEMENT / STATE FOR LITIG

00 FILE NUMBER
728007795

01 DEBTOR NO. OF DEBTS TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF DEBTS SCHEDULE NUMBER ORDER PERIOD
02 003 20170525 1436 1530 0729

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME MT. CROSS PHARMACY
04 ADDRESS 503 CONCESSION STREET HAMILTON ONTARIO CORPORATION NO. ONC 1H0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME UMAR NASIM
07 ADDRESS 27 SPITFIRE DRIVE MOUNT HOPE ONTARIO CORPORATION NO. ONC 1W0

08 SECURED PARTY /
09 LITIG CLAIMANT ADDRESS

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 TRAILER

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 ASSET ADDRESS

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

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Proch
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(c) 11/2017



RUN NUMBER : 143
RUN DATE : 2018/05/23
ID : 20180523091131.50

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

REPORT : PSSR060
PAGE : 6
(7286)

TYPE OF SEARCH : BUSINESS DEBTOR
SERVICE CONDUCTED ON : 1975193 ONTARIO LTD.
FILE CURRENCY : 22MAY 2018

FORM 31 FINANCING STATEMENT / CLAIM FOR LTRN

00 FILE NUMBER
728007795

01 LANTION 03 003 20170525 1436 1530 0729
SCHEDULE NUMBER UNDER PERIOD

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME 08FEB1970 UMAIR N NASIM

04 BUSINESS NAME ADDRESS 27 SPITFIRE DRIVE MOUNT HOPE ONTARIO CORPORATION NO.
ON LOR 1W0

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME 05DEC1968 SHRIRANT MALHOTRA

07 BUSINESS NAME ADDRESS 5633 RETREAT STREET MISSISSAUGA ONTARIO CORPORATION NO.
ON LOR 0B3

08 SECURED PARTY /
09 CLAIM CLAIMANT ADDRESS

10 COLLATERAL DESCRIPTION MOTOR VEHICLE AMOUNT DATE OF NO FINED
BOOKS CHURNARY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL WEIGHT

12 CAMBAM

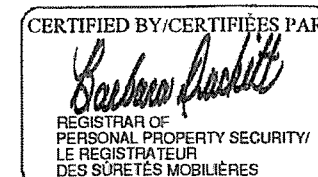
13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

7



(c)1ft 11/2017)



RUN NUMBER : 143
RUN DATE : 2018/05/23
ID : 20180523091131.50

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

REPORT : PSSR060
PAGE : 7
(7287)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1975193 ONTARIO LTD.
FILE CURRENCY : 22MAY 2018

FORM 10 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILE NO.	NO.	OF	BOLENO	NUMBER	UNDER
01	001	001	20180522 0929 1862 3551		
21	RECORD	FILE NUMBER	728007795		
	RENEWAL	CORRECT			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
		X	X AMENDMENT	YEARS	PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/	BUSINESS NAME	1970636 ONTARIO LTD.		
	CHARGE/				
25	OTHER CHANGE				
26	REASON/	ADD 1975193 ONTARIO LTD. AS AN ADDITIONAL DEBTOR.			
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR/				
03/	CHARGE/	BUSINESS NAME	1975193 ONTARIO LTD.		
06					
04/07	ADDRESS	84 WILLS CRE	BINBROOK	ONTARIO CORPORATION NO.	ON LOR 1C0
29	ASSIGNOR				
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE				
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
10					
11	MOTOR	YEAR	MAKE	MODEL	V. I. N.
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	MILLER THOMSON LLP			
17	SECURED PARTY/	ADDRESS	40 KING STREET WEST, SUITE 5800	TORONTO	ON M5H 3S1
	LIEN CLAIMANT				

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

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Buckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTREUR
DES SÛRETÉS MOBILIÈRES

(en) 21 11/2017



RUN NUMBER : 143
RUN DATE : 2018/05/23
ID : 20180523091131.50

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

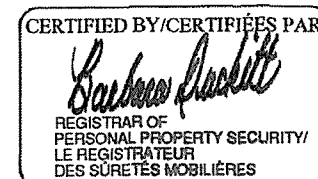
REPORT : PSSR060
PAGE : 8
(7288)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1975193 ONTARIO LTD.
FILE CURRENCY : 22MAY 2018

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
735611742	20180111 1706 1462 1096			
735611751	20180111 1706 1462 1097			
728007795	20170525 1436 1530 0729	20180522 0929 1862 3551		

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

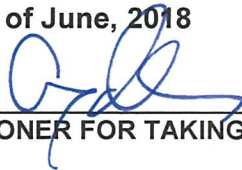


(enq4 11/2017)



TAB E

**This is Exhibit "E" referred to in the affidavit
of MAUREEN MCLAREN, SWORN BEFORE ME
this 6th day of June, 2018**

A handwritten signature in blue ink, appearing to be "A. L.", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

Request ID: 021690381
Transaction ID: 68180449
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/28
Time Report Produced: 09:02:41
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1919932	1919932 ONTARIO LTD.	2015/02/17
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
503 CONCESSION STREET	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
HAMILTON ONTARIO CANADA L9C 1A1	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
503 CONCESSION STREET		NOT APPLICABLE
	Revival Date	Continuation Date
HAMILTON ONTARIO CANADA L9C 1A1	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum Maximum	in Ontario
	00002 00002	NOT APPLICABLE
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 021690381
Transaction ID: 68180449
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/28
Time Report Produced: 09:02:41
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1919932

1919932 ONTARIO LTD.

Corporate Name History

Effective Date

1919932 ONTARIO LTD.

2015/02/17

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

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

Address

ORLANDO
DEN
CASSAVIA

503 CONCESSION STREET

HAMILTON
ONTARIO
CANADA L9C 1A1

Date Began

First Director

2015/02/17

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 021690381
Transaction ID: 68180449
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/28
Time Report Produced: 09:02:41
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1919932

1919932 ONTARIO LTD.

Administrator:
Name (Individual / Corporation)

Address

ORLANDO
DEN
CASSAVIA

503 CONCESSION STREET

HAMILTON
ONTARIO
CANADA L9C 1A1

Date Began

First Director

2015/02/17

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Administrator:
Name (Individual / Corporation)

Address

ORLANDO
DEN CASSAVIA

4 PLAYFAIR COURT

ANCASTER
ONTARIO
CANADA L9K 1R6

Date Began

First Director

2015/02/17

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 021690381
Transaction ID: 68180449
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/28
Time Report Produced: 09:02:41
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1919932

1919932 ONTARIO LTD.

Administrator:

Name (Individual / Corporation)

Address

ORLANDO

4 PLAYFAIR COURT

DEN CASSAVIA

ANCASTER
ONTARIO
CANADA L9K 1R6

Date Began

First Director

2015/02/17

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Administrator:

Name (Individual / Corporation)

Address

ANGELO

31 GREENWOOD STREET

KIRKOPOULOS

HAMILTON
ONTARIO
CANADA L8T 3N2

Date Began

First Director

2017/04/05

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Request ID: 021690381
Transaction ID: 68180449
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/28
Time Report Produced: 09:02:41
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1919932

1919932 ONTARIO LTD.

Administrator:
Name (Individual / Corporation)

Address

GEORGE
VLACHODIMOS

56 CLAPHAM ROAD

HAMILTON
ONTARIO
CANADA L8G 2H8

Date Began

First Director

2015/02/17

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

TREASURER

Request ID: 021690381
Transaction ID: 68180449
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/28
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Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1919932

1919932 ONTARIO LTD.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2017/05/31

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

CWB MAXIUM FINANCIAL and
SERVICES INC.
Plaintiff

1970636 ONTARIO LTD. o/a MT. CROSS
PHARMACY, UMAIR N. NASIM AND
SHRIKANT MALHOTRA
Defendants

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

ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST

Proceeding commenced at Toronto

AFFIDAVIT OF M. MCLAREN
(SWORN JUNE 6, 2018)

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

Bobby Sachdeva LSUC #34454C
Tel: 905.532.6670

Craig A. Mills LSUC#: 40947B
Tel: 416.595. 8596

Fax: 416.595.8695

Lawyers for the Plaintiff

TAB 4

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE M.) THURSDAY, THE 14TH
)
JUSTICE) DAY OF JUNE, 2018
)
BETWEEN

CWB MAXIUM FINANCIAL INC.

Plaintiff

- and -

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

Defendants

ORDER
(appointing Receiver)

THIS MOTION made by the Plaintiff 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 1970636 Ontario Ltd. o/a Mt. Cross Pharmacy (“**Mt. Cross**”) and 1975193 Ontario d.b.a. MTN RX & Health (“**1975**”) (together, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavits of Daniel Gilchrist sworn May 15, 2018, Maureen McLaren sworn May 16, 2018 and Maureen McLaren, sworn June ●, 2018 and the Exhibits thereto, the First Report of Spergel dated June ●, 2018, and on hearing the submissions of counsel for the

Plaintiff, no one appearing for the Debtors although duly served as appears from the affidavit of service of [NAME] sworn June 19, 2018 and on reading the consent of Spergel to act as the Receiver,

SERVICE

1. 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.

APPOINTMENT

2. 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 the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the “**Property**”).

RECEIVER’S POWERS

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

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

- (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 part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors, and to deposit such monies in a separate bank account controlled by the Receiver and pay such disbursements that are necessary for the continued operation of the business of the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (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, 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, 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 file an assignment in bankruptcy on behalf of the Debtors;
- (o) to assign and transfer to the Plaintiff all of the Debtors' right, title and interest in a chose in action, including any documents in support thereof, upon the Receiver being satisfied that such chose in action is subject to the Plaintiff's security;
- (p) 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;

- (q) to examine, without an order, under oath on 48 hours' notice, the Debtors and any person reasonably thought by the Receiver to have knowledge of the affairs of the Debtors or any person who is or has been an agent or a mandatary, or clerk, a servant, an officer, a director or an employee of the Debtors, including, but not limited to, Umair N. Nasim, Shrikant Malhotra, Angelo Kirkopoulos, Ahmed Kassim, Angela Abrantes, Orlando Den Cassavia, George Vlachodimos, Vadim Kovalev and Faber & Oostdyk o/u Sean Oostdyk Professional Corporation, respecting the Debtors or the Debtors's dealings or property, and may require such a person to produce any books, documents, correspondence or papers in that person's possession or power relating in all or in part to the Debtors or the Debtors's dealings or property;
- (r) to make inquiries of the Bank of Montreal in respect to a bank draft dated May 5, 2017 payable to 1919932 Ontario Ltd. (the "**Bank Draft**"), including, but not limited to, the circumstances in which it was prepared or issued, whether the Bank Draft is authentic, where the funds behind the Bank Draft originated and whether the Bank Draft was negotiated, cashed and/or deposited;
- (s) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (t) 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;
- (u) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (v) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

- (w) to inquire into and report to the Plaintiff and the Court on the financial condition of the Debtors and the Property and any material adverse developments relating to the financial condition of the Debtors and/or the Property; and
- (x) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (y) 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, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. 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 Umair N. Nasim, Shrikant Malhotra, Angelo Kirkopoulos, Ahmed Kassim, Angela Abrantes, Orlando Den Cassavia, George Vlachodimos, Dr. Vadim Kovalev, Faber & Oostdyk o/u Sean Oostdyk Professional Corporation, Public Prosecution Services of Canada and/or the Crown Attorney's office, 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. In particular, this Court orders that Faber & Oostdyk o/u Sean Oostdyk Professional Corporation shall:

- (i) deliver to the Receiver all of the funds in its possession being held for the benefit of Mt. Cross or 1919932 Ontario Ltd. ("**1919**"); and
- (ii) deliver and/or grant access to 1919's file to the Receiver in respect to an agreement of purchase and sale dated June 2, 2017, between

1919, as vendor, and Mt. Cross, as purchaser, for the purchase all of the assets of the Vendor.

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 Debtors, 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 6A 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 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

6A. THIS COURT ORDERS that in respect to the Client Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspect 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; (iv) allow the Debtors 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, from time to time, to perform certain obligations.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors 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 the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, 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 to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors 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 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 Debtors’ current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. 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 (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

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

of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and

that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. THIS COURT ORDERS that the Plaintiff 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's security or, if not so provided by the Plaintiff'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.

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

34. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Plaintiff 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 Debtors' 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 10970636 Ontario Ltd. o/a Mt. Cross Pharmacy and 1975193 Ontario d.b.a. MTN RX & Health acquired for, or used in relation to a business 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 14th day of June, 2018 (the "**Order**") made in an action having Court file number CV-18-597922-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the ____ day of _____, 2018.

msi Spergel inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

CWB MAXIUM FINANCIAL INC.

and

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

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

Plaintiff

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

Proceeding commenced at Toronto

**ORDER
(APPOINTING RECEIVER)**

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON Canada M5H 3S1

Bobby Sachdeva LSUC #34454C

Tel: 905.532.6670
Email: bsachdeva@millerthomson.com

Craig A. Mills LSUC#: 40947B

Tel: 416.595.8596
Email: cmills@millerthomson.com

Fax: 416.595.8695

Solicitors for the Plaintiff

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ~~—M.~~) ~~WEEKDAY~~THURSDAY, THE #14TH
JUSTICE)
DAY OF MONTHJUNE, ~~20~~YR2018

BETWEEN

~~PLAINTIFF¹~~

CWB MAXIUM FINANCIAL INC.

Plaintiff

- and -

~~DEFENDANT~~

Defendant

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

Defendants

ORDER
(appointing Receiver)

THIS MOTION made by the Plaintiff² 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

¹ ~~The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.~~

~~This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

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

~~[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**" 1970636 Ontario Ltd. o/a Mt. Cross Pharmacy ("Mt. Cross") and 1975193 Ontario d.b.a. MTN RX & Health ("1975") (together, the "**Debtors**") acquired for, or used in relation to a business carried on by the ~~Debtor~~**Debtors**, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~affidavit~~affidavits of ~~[NAME]~~ sworn ~~[DATE]~~Daniel Gilchrist sworn May 15, 2018, Maureen McLaren sworn May 16, 2018 and Maureen McLaren, sworn June 9, 2018 and the Exhibits thereto, the First Report of Spergel dated June 9, 2018, and on hearing the submissions of counsel for ~~[NAMES]~~the Plaintiff, no one appearing for ~~[NAME]~~the Debtors although duly served as appears from the affidavit of service of ~~[NAME]~~ sworn ~~[DATE]~~June 9, 2018 and on reading the consent of ~~[RECEIVER'S NAME]~~Spergel to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated³ so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~**Debtors** acquired for, or used in relation to a business carried on by the ~~Debtor~~**Debtors**, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality

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

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, 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;
- (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 part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors, and to deposit such monies in a separate bank account controlled by the Receiver and pay such disbursements that are necessary for the continued operation of the business of the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (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, 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, 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~~

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

~~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) to file an assignment in bankruptcy on behalf of the Debtors;
- (o) to assign and transfer to the Plaintiff all of the Debtors' right, title and interest in a chose in action, including any documents in support thereof, upon the Receiver being satisfied that such chose in action is subject to the Plaintiff's security;
- (p) ~~(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;
- (q) to examine, without an order, under oath on 48 hours' notice, the Debtors and any person reasonably thought by the Receiver to have knowledge of the affairs of the Debtors or any person who is or has been an agent or a mandatary, or clerk, a servant, an officer, a director or an employee of the Debtors, including, but not limited to, Umair N. Nasim, Shrikant Malhotra, Angelo Kirkopoulos, Ahmed Kassim, Angela Abrantes, Orlando Den Cassavia, George Vlachodimos, Vadim Kovalev and Faber & Oostdyk o/u Sean Oostdyk Professional Corporation, respecting the Debtors or the Debtors's dealings or property, and may require such a person to produce any books, documents, correspondence or papers in that

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

person's possession or power relating in all or in part to the Debtors or the Debtors's dealings or property;

- (r) to make inquiries of the Bank of Montreal in respect to a bank draft dated May 5, 2017 payable to 1919932 Ontario Ltd. (the "Bank Draft"), including, but not limited to, the circumstances in which it was prepared or issued, whether the Bank Draft is authentic, where the funds behind the Bank Draft originated and whether the Bank Draft was negotiated, cashed and/or deposited;
- (s) ~~(n)~~-to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (t) ~~(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;
- (u) ~~(p)~~-to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, 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;
- (v) ~~(q)~~-to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have;
- (w) to inquire into and report to the Plaintiff and the Court on the financial condition of the Debtors and the Property and any material adverse developments relating to the financial condition of the Debtors and/or the Property; and
- (x) ~~(r)~~-to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations-;
- (y) 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, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the ~~Debtor~~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 Umair N. Nasim, Shrikant Malhotra, Angelo Kirkopoulos, Ahmed Kassim, Angela Abrantes, Orlando Den Cassavia, George Vlachodimos, Dr. Vadim Kovalev, Faber & Oostdyk o/u Sean Oostdyk Professional Corporation, Public Prosecution Services of Canada and/or the Crown Attorney's office, 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. In particular, this Court orders that Faber & Oostdyk o/u Sean Oostdyk Professional Corporation shall:

- (i) deliver to the Receiver all of the funds in its possession being held for the benefit of Mt. Cross or 191932 Ontario Ltd. ("1919"); and
- (ii) deliver and/or grant access to 1919's file to the Receiver in respect to an agreement of purchase and sale dated June 2, 2017, between 1919, as vendor, and Mt. Cross, as purchaser, for the purchase all of the assets of the Vendor.

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, 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 6A 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 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

6A. THIS COURT ORDERS that in respect to the Client Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspect 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; (iv) allow the Debtors 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, from time to time, to perform certain obligations.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE ~~Debtor~~ DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the ~~Debtor~~ Debtors 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 the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the ~~Debtor~~ Debtors, 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 to carry on any business which the ~~Debtor~~ Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~ Debtors from compliance with statutory or regulatory provisions

relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

16. 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 (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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. ~~18.~~ THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

20. ~~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.

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

FUNDING OF THE RECEIVERSHIP

22. ~~21.~~ THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (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

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

may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.


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

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

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

SERVICE AND NOTICE

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

27. ~~26.~~ THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

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

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. ~~31.~~ THIS COURT ORDERS that the Plaintiff 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's security or, if not so provided by the Plaintiff'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.

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

34. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Plaintiff 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 Debtors' 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]~~ 10970636 Ontario Ltd. o/a Mt. Cross Pharmacy and 1975193 Ontario d.b.a. MTN RX & Health acquired for, or used in relation to a business 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 14th day of June, 202018 (the "**Order**") made in an action having Court file number CL CV-18-597922-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, ~~20__~~ 2018.

~~[RECEIVER'S NAME]~~ msi Spergel inc., solely
in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

<p><u>CWB MAXIMUM FINANCIAL INC.</u>, and <u>1970636 ONTARIO LTD.</u> <u>o/a MT. CROSS PHARMACY, et al.</u> <u>Plaintiff</u> <u>Defendants</u></p>	
<p>Court File No: <u>CV-18-597922-00CL</u></p>	<p><u>ONTARIO</u> <u>SUPERIOR COURT OF JUSTICE</u> <u>(Commercial List)</u></p> <p>Proceeding commenced at <u>Toronto</u></p>
	<p><u>ORDER</u> <u>(APPOINTING RECEIVER)</u></p> <p><u>MILLER THOMSON LLP</u> <u>Scotia Plaza</u> <u>40 King Street West, Suite 5800</u> <u>P.O. Box 1011</u> <u>Toronto, ON Canada M5H 3S1</u></p> <p><u>Bobby Sachdeva LSUC #34454C</u> <u>Tel: 905.532.6670</u> <u>Email: bsachdeva@millerthomson.com</u></p> <p><u>Craig A. Mills LSUC#: 40947B</u> <u>Tel: 416.595.8596</u> <u>Email: cmills@millerthomson.com</u></p> <p><u>Fax: 416.595.8695</u></p> <p><u>Solicitors for the Plaintiff</u></p>

Document comparison by Workshare 9.5 on Wednesday, June 6, 2018 4:54:24 PM

Input:	
Document 1 ID	interwovenSite://MTDMS.MILLERTHOMSON.CORP/Legal/31315750/1
Description	#31315750v1<Legal> - order - IR
Document 2 ID	interwovenSite://MTDMS.MILLERTHOMSON.CORP/Legal/31618123/3
Description	#31618123v3<Legal> - Order - Receiver
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved-deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	203
Deletions	171
Moved from	0
Moved to	0

TAB 5

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE M.)	THURSDAY, THE 14 TH
)	
JUSTICE)	DAY OF JUNE, 2018

B E T W E E N:

CWB MAXIUM FINANCIAL INC.

Plaintiff

- and -

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

Defendants

ORDER
(Approving Activities and Other Matters)

THIS MOTION, made by msi Spergel inc.. in its capacity as the Court-appointed interim receiver (the "**Interim Receiver**") of the undertaking, property and assets of 1970636 Ontario Ltd. o/a Mt. Cross Pharmacy (the "**Debtor**") for an order approving the activities of the Interim Receiver as set out in the Interim Receiver's First Report dated June 14, 2018 (collectively, the "**First IR Report**") and sealing the Confidential Brief of Appendices and other relief as set out below, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First IR Report, and on hearing the submissions of counsel for the Interim Receiver and the Plaintiff, no one else appearing although served as evidenced by the Affidavit of Maureen McLaren sworn June 19, 2018, filed;

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated such that this motion is properly returnable today and that further service thereof is hereby dispensed with.
 2. THIS COURT ORDERS that the First IR Report and the Interim Receiver's activities as set out therein are hereby approved.
 3. THIS COURT ORDERS that the Confidential Brief of Appendices (1 to 3) to the First IR Report are hereby sealed pending further order of this Court.
-

CWM MAXIUM FINANCIAL INC.

Plaintiff

1970636 ONTARIO LTD. et al.

Defendants

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER
(APPROVING 1ST REPORT AND ACTIVITIES)

PALLET VALO

77 City Centre Drive
West Tower, Suite 300
Mississauga, ON
L5B 1M5

John Russo / Dina Milivojevic
Tel: 905.273.3300 ext. 282/283
Fax: 905276.6920

Email: jrusso@pallettvalo.com
[/dmilivojevic@pallettvalo.com](mailto:dmilivojevic@pallettvalo.com)

Lawyers for msi Spergel inc., in its
capacity as court-appointed interim
receiver of the assets, property and
undertaking of 1970636 Ontario Ltd. o/a
Mt. Cross Pharmacy

[illegible]

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

ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List

Proceeding commenced at Toronto

MOTION RECORD

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON Canada M5H 3S1

Bobby Sachdeva LSUC #34454C

Tel: 905.532.6670
Fax: 905.660.0139
bsachdeva@millerthomson.com

Craig A. Mills LSUC#: 40947B

Tel: 416.595.8596
Email: cmills@millerthomson.com

Fax: 416.595.8695

Solicitors for the Plaintiff