

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

AND DOMENICO SERAFINO AS A PERSON INTERESTED IN THE
MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
HYDRX FARMS LTD., CANNOSCIENCE INNOVATIONS INC. AND
SCIENTUS PHARMA INC.

Applicant

SUPPLEMENTARY RESPONDING MOTION RECORD

March 30, 2021

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TO: SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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TABLE OF CONTENTS

Tab	Description
1	Affidavit of Richard Goldstein sworn March 30, 2021
A	Exhibit A – C-Tech Statement of Claim
B	Exhibit B – Email Correspondence dated March 29-30, 2021

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Applicant

**SUPPLEMENTAL AFFIDAVIT OF RICHARD GOLDSTEIN
(sworn March 30, 2021)**

I, Richard Goldstein, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am the president of Cobra Ventures Inc. ("**Cobra**"), an Ontario corporation that is the senior secured creditor of HydRx Farms Inc. ("**HydRx**"). In my capacity as president of Cobra, I have personal knowledge of the facts deposed to in this affidavit. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, believe the information to be true.

2. On March 29, 2021, I swore an affidavit (the "**First Goldstein Affidavit**") in this proceeding in response to the Affidavit of Domenico Serafino sworn March 19, 2021 (the "**First Serafino Affidavit**") which was filed in support of Mr. Serafino's *ex parte* application heard on March 22, 2021 under the *Companies' Creditors Arrangement Act* ("**CCAA**") in respect of HydRx

and its affiliates Cannscience Innovations Inc. and Scientus Pharma Inc. The First Goldstein Affidavit was also sworn in anticipation of the comeback hearing scheduled to be heard on March 31, 2021 (the “**Comeback Hearing**”).

3. Shortly following the swearing and service of the First Goldstein Affidavit, Cobra was served with Mr. Serafino’s notice of motion with respect to the Comeback Hearing (the “**Comeback Motion**”), along with an accompanying affidavit of Mr. Serafino sworn on March 29, 2021 (the “**Second Serafino Affidavit**”) and the First Report of Schwartz Levitsky Feldman Inc. as CCAA monitor (the “**Monitor**”) dated March 29, 2021 (the “**Monitor’s First Report**”).

4. I swear this affidavit as a supplement to the First Goldstein Affidavit in response to the Comeback Motion and additional matters raised in the Second Serafino Affidavit and the Monitor’s First Report.

5. As set out in the First Goldstein Affidavit and herein, it continues to be Cobra’s position that at the Comeback Hearing, it would be appropriate for the Court to:

- (a) order a brief (15-day) extension of the stay of proceedings for the parties to discuss and return to Court to seek approval of a SISP and DIP financing for the CCAA process; the process for conducting both of these should be under the independent and autonomous control of the Monitor;
- (b) order that during the 15-day period, the status quo be maintained under the supervision of the Monitor, including preservation of HydRx’s assets and no changes to the operations; in particular:
 - (i) new cannabis production that appears to be imminently contemplated by the Re-Start Group should not be permitted;

- (ii) while control should be in the hands of the Monitor, Cobra should have the ability to independently observe activities at the HydRx facility and conduct an asset inventory to ensure preservation of its collateral; and
 - (iii) for the reasons noted below, the C-Tech Machine (as defined below) should not be disposed of; and
- (c) for the reasons noted below, the proposed Administration Charge should be revised to remove Mr. Serafino's counsel as a beneficiary (and reduced accordingly) and should not be indirectly securing any Re-Start Group funding.

Stay Extension, Development of a SISP and Maintenance of the Status Quo

6. In his Comeback Motion, Mr. Serafino is seeking an approximately 30-day stay extension to “permit a thorough evaluation of the options available to Hydrx, including, without limitation, a review of and negotiation with each party who has submitted an LOI and arrive at definitive agreements, the potential merits of a SISP and, more generally, the framework of a restructuring plan that will preserve enterprise value while also providing the existing shareholders with the best opportunity to participate in the future economic prosperity of Hydrx”.

7. As noted in the First Goldstein Affidavit, Cobra requested that the Court grant a short (15-day) stay extension for the parties to discuss and return to Court to seek approval of a sale and investment solicitation process (“SISP”) (and related DIP financing).

8. The fundamental flaw with the Mr. Serafino's approach and proposal for this CCAA proceeding is that he is seemingly putting assessment of the “result” ahead of the “process” to achieve the result, and he is attempting to put himself and the “Re-Start Group” (a group of minority shareholders who are one of the potential interested bidding parties) in charge of the

process to assess the options and bids which is an inappropriate conflict of interest and prejudicial to all other interested parties, including Cobra as first secured creditor.

9. Given their interest, it is not Mr. Serafino and the Re-Start Group that should be reviewing and negotiating with interested parties that submitted LOIs. They are themselves competitive bidders. Instead, as discussed in the First Goldstein Affidavit, the Monitor should be charged with independently conducting a SISP approved by the Court.

10. In addition, although not expressly addressed the materials filed by Mr. Serafino and the Monitor in support of the Comeback Motion, Cobra remains very concerned that there may be a premature and unauthorized “restart” of cannabis production operations occurring at the HyDRx facility. Such actions put the assets of HyDRx at unnecessary risk.

11. As detailed in the First Goldstein Affidavit, I believe that such activities are not in the best interest of HyDRx and its stakeholders and significantly prejudices Cobra and its collateral. I also wish to advise the Court that HyDRx’s Responsible Person in Charge (“**RPIC**”) Mr. Hemans (as well as myself as alternate RPIC) have been locked out of the HyDRx facility and so cannot perform any regulatory oversight of any cannabis operations that may be occurring. This could negatively effect HyDRx’s cannabis licence.

12. I continue to strongly believe that this CCAA process needs to be focussed on protecting and preserving HyDRx’s assets on a non-operating basis (as has been the case for the last 13-months) while an expeditious SISP is conducted to determine the path forward. That should be done under the independent and autonomous control of the Monitor and, if needed, an independent chief restructuring officer.

13. I respectfully request that the Court provide clear direction to the parties in this regard.

DIP Financing Competition Process

14. The Second Serafino Affidavit indicates that:

It is anticipated that the Re-Start Investor Group will seek debtor-in-possession financing (the “DIP Loan”) and related priority charge at the next comeback date and that, in advance of that hearing, the proposed term sheet in respect of the DIP Loan will be circulated to Cobra (and potentially other parties) to provide them with an opportunity to match the terms of the DIP Loan.

15. As noted in the First Goldstein Affidavit, Cobra is prepared to provide the DIP financing for this CCAA process as the first secured creditor and has already advised that it would object to DIP financing provided by a shareholder group in priority to its security. Cobra therefore welcomes a competitive process to assess DIP proposals. However, that process should be fair, independently managed and focused on SISP-enabling funding proposals.

16. Given that Mr. Serafino and the Re-Start Group are parties interested in bidding for the DIP (as is Cobra), there is no one on behalf of HyDRx to evaluate proposals. Accordingly, the Monitor should be charged with independently running the process and making a recommendation to the Court. The Court should also set firm deadlines for when (i) the Re-Start Group’s proposed DIP terms will be provided to interested parties, (ii) all competing bids are due, and (iii) the Monitor will file its recommendation. This should be an open and transparent process and each bidder should be provided with copies of all bids received by the Monitor.

Administration Charge

17. Mr. Serafino is seeking approval of an Administration Charge in the amount of \$250,000 to rank ahead of all other charges and encumbrances, including Cobra’s security. Cobra does not object to the Administration Charge in principle, which I understand is usual and customary in CCAA proceedings.

18. However, Cobra has two concerns with respect to the proposed Administration Charge.

19. Firstly, it is proposed that the Administration Charge will also cover the fees of legal counsel for Mr. Serafino. As expressed in detail in the First Goldstein Affidavit, Mr. Serafino and his Re-Start Group are effectively competitive bidders in any SISP for HydRx and are, as discussed above, competitive bidders for being the DIP lender to HydRx. To be clear, it was Mr. Serafino in his personal capacity and not HydRx that has retained Minden Gross LLP as legal counsel. Mr. Serafino's counsel is not therefore acting for HydRx, they are acting for Mr. Serafino and his and his groups' interests. In the circumstances it is therefore not appropriate that counsel for one of the bidders be funded by the process that they are bidding in and the amount of the Administration Charge should be adjusted accordingly.

20. Secondly, it is not clear to me for whose benefit the Administration Charge is being granted. If it is to protect the risk of the Monitor and its counsel in not being paid its fees that is understandable (and would not be objected to by Cobra), but that does not appear to be the case.

21. The proposed Administration Charge is \$250,000 which is \$50,000 more than the total projected 13-week professional fee budget in the Cash Flow Forecasts contained in the Monitor's First Report.

22. The Comeback Motion materials also indicate that the Re-Start Group has agreed to fund up to \$250,000 for professional fees and the Monitor's First Report states:

19. The Restart Group has agreed to provide initial funding of up to \$250,000 for professional fees in these CCAA Proceedings.

20. The Restart Group seeks and Administration charge for this amount in priority to all other charges against the Applicants' current and future assets, undertakings and properties (the "**Administration Charge**").

23. The intention is therefore not clear to Cobra. Cobra is concerned that since the Re-Start Group is apparently funding an amount greater than the total projected professional fees (ie. agreed funding of \$250,000 for projected fees of only \$200,000), if the Administration Charge's intention is to indirectly backstop and secure the Re-Start Group's funding of professional fees then it is an inappropriate and hidden DIP financing charge that should not be approved. Cobra requests confirmation that the funding arrangements with the Re-Start Group do not contemplate or require a refunding of professional fees through recovery of the fees under the Administration Charge.

Return of the C-TECH Equipment

24. In the Comeback Motion, Mr. Serafino seeks Court approval to "return" the C-Tech Machine (as defined in the Comeback Motion) to its manufacturer in the United Kingdom.

25. Cobra opposes that relief. Returning the C-Tech Machine at this time is premature, is not properly supported or justified, and is not necessary or in the best interests of HydRx and its stakeholders, including Cobra who holds a security interest on the C-Tech Machine.

26. The C-TECH Machine is a proprietary piece of equipment that was commissioned and acquired by HydRx in June 2019 under contract with C-Tech Innovation Ltd ("C-Tech" - the 'United Kingdom owner' referenced by Mr. Serafino), to manufacture, supply and install for a total contract price payable by HydRx of £638,150 pounds sterling.

27. Based on a Statement of Claim commenced by C-Tech on February 11, 2021, C-Tech alleges that HydRx did not pay the full contract price and that £288,366.30 pounds sterling remained outstanding. Attached hereto and marked as **Exhibit "A"** is a copy of the C-Tech Statement of Claim.

28. Mr. Serafino seeks Court authorization to send the C-Tech Machine to C-Tech on the basis that “Hydrx is not using the C-Tech Machine and the C-Tech Machine is no longer of value to Hydrx”.¹ The First Report of the Monitor states that:

Hydrx holds a purchase money security interest over a machine from C-Tech Innovations Ltd. for which it owes in excess of \$500,000. Hydrx’s future plans do not include use of the machine and the Applicants wish to return the machine (the “Machine”) to the manufacturer to reduce/extinguish the outstanding debt.

29. This request is not properly supported or justified. In particular:

- (a) There is no evidence before the Court that Hydrx does not have equity in the C-Tech Machine to justify simply returning it to the manufacturer. I believe that there may be equity value in the C-Tech Machine (which is part of Cobra’s collateral). I note that the Hydrx paid £638,150 pounds sterling to have it manufactured less than two years ago and only allegedly owes £288,366.30 pounds sterling to C-Tech on the C-Tech Machine.
- (b) The Monitor’s First Report states that there is a purchase-money security interest (“**PMSI**”) on the C-Tech Machine, but no details of the PMSI are provided nor any statement that the Monitor and its counsel have independently reviewed the PMSI and determined that it is a valid and enforceable security interest in priority to Cobra’s security. There is also nothing offered which indicates that Mr. Serafino or the Monitor have investigated and validated the amount claimed to be owing by C-Tech.

¹ See Second Serafino Affidavit, paragraph 22.

- (c) While the Second Serafino Affidavit and the Monitor's First Report indicate that the intent is to return the C-Tech Machine to "reduce/extinguish the outstanding debt" there is no disclosure as to what, if anything, C-Tech has agreed to release in return for the C-Tech Machine. There is no disclosure of what agreements or arrangements have been reached with C-Tech in that regard and so it appears that HydrRx would simply be gratuitously returning the C-Tech Machine.
- (d) The Initial Order established a stay of proceedings that prevents C-Tech from taking any enforcement or other action with respect to its claims and rights in connection with the C-Tech Machine. There is therefore no risk of C-Tech taking precipitous action against HydrRx if the C-Tech Machine is not returned. There is also no evidence that there is any cost or harm to HydrRx to continue to have the C-Tech Machine remain in place through this CCAA process (just as it has been for some time before the CCAA filing). Therefore, there is no pressing need to "return" the C-Tech Equipment at this early stage before the issues noted above are properly addressed.

30. Most importantly, Mr. Serafino's stated justification for his request to return the C-Tech Machine further illustrates the fundamental concern that I have expressed with his proposed CCAA process above and in the First Goldstein Affidavit. It is premised on the determination that the C-Tech Machine is not required or needed for Mr. Serafino and the Re-Start Group's own plans for the future of HydrRx. That does not however mean that the C-Tech Machine may not be part of the plans of another party that may be the successful bidder for the business and assets.

31. It is concerning that Mr. Serafino is seeking approval on the first comeback motion to dispose of a HydRx asset (without proper substantiation and process) which might be of value to other parties or bidders simply because he and his group do not need them for their plans.

32. Cobra has a very different view of the value of the asset. As may other interested bidders.

33. Specifically, the C-Tech Machine (of which there are only two in the world – both at HydRx) is a designed-to-spec manufacturing machine that is linked to a series of process patents related to in-line decarboxylation of cannabinoids. Without the associated machines, there is no ability to work the patent and exercise the competitive advantage that the patents provide. In addition, shipping the C-Tech Machine back to the United Kingdom, or in fact, anywhere outside the control of HydRx, empowers the owner to use the machine, which may compromise the patents.

Correction to the First Goldstein Affidavit

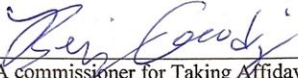
34. Finally, in the First Goldstein Affidavit, I noted concerns with respect to trailers that had appeared at the HydRx facility. I noted that Cobra's counsel had communicated with Mr. Serafino's counsel and the Monitor seeking confirmation that assets were not being removed from the facility and that, at the time of swearing of the First Goldstein Affidavit, Cobra's counsel had not received a response.


35. I am advised by Cobra's counsel that it was subsequently discovered that Mr. Page of the Monitor had responded to Cobra's counsel the morning of the day of the First Goldstein Affidavit but that the email had been blocked by Cobra's counsel's SPAM filter and so was not received. Attached and marked hereto as **Exhibit "B"** is the email from Mr. Page in that regard, the response by Cobra's counsel, and a further reply from Mr. Page.

36. While I remain concerned with the activities occurring at HydrRx's facility as noted above, I want to correct the First Goldstein Affidavit which unintentionally but erroneously stated that Mr. Page had not yet responded to the email when he in fact did respond.

37. The foregoing is respectfully submitted in connection with the Comeback Motion.

SWORN BEFORE ME by video conference by Richard Goldstein at the City of Toronto in the Province of Ontario, before me at the City of Toronto in the Province of Ontario on March 30, 2021 in accordance with O. Reg. 431/20, Administering Oath of Declaration Remotely.


A commissioner for Taking Affidavits
(or as may be)


Richard Goldstein

Commissioner: Benjamin Goodis, LSO#
70303H

This is Exhibit "A" referred to in the Affidavit of Richard Goldstein
sworn March 30, 2021.

A handwritten signature in blue ink, appearing to read "Ben Gedy", written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued
Délivré par voie électronique : 11-Feb-2021
Hamilton

C-TECH INNOVATION LTD.

Plaintiff

and

HYDRX FARMS LTD.

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT

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

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

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

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

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

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

Date February 11, 2021 Issued by _____
Local Registrar

Address of court office: 45 Main Street E.
Hamilton, Ontario
L8N 2B7

TO: HydRx Farms Ltd.
1130 Champlain Court
Whitby, Ontario
L1N 6K9

CLAIM

1. The Plaintiff, C-Tech Innovation Ltd., claims: *(State here the precise relief claimed.)*
 - (a) payment of an amount in Canadian currency sufficient to purchase £288,336.30 pound sterling at Canadian Imperial Bank of Commerce at the close of business on the first day on which the said bank quotes a Canadian dollar rate for the purchase of British pound sterling before the day payment of the amount due and owing is received by the plaintiff;
 - (b) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
 - (c) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
 - (d) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and
 - (e) such further and other relief as this Court deems appropriate in the circumstances.

2. The Plaintiff, C-Tech Innovation Ltd. ("**C-Tech**" or the "**Plaintiff**"), is a corporation incorporated pursuant to the laws of the United Kingdom with a head office in Capenhurst, Chester, Cheshire in the United Kingdom. C-Tech is in the business of providing innovative technology in the disciplines of microwave heating, ohmic heating, radio frequency heating, induction heating and electrochemistry.

3. The Defendant, Hydrx Farms Ltd. ("**Hydrx**" or the "**Defendant**"), is a corporation incorporated pursuant to the federal laws of Canada with a registered office in the City of Whitby, in the Province of Ontario. Hydrx is a biopharmaceutical licensed dealer that focuses on developing and commercializing pharmaceutical-grade cannabinoid derivative products.
4. By way of Purchase Order number 546 dated June 6, 2019, Hydrx retained C-Tech to manufacture, supply and install a continuous flow Microwave Reactor (the "**Microwave Reactor**") for the contract price of £638,150 pound sterling (the "**Contract**").
5. Pursuant to the Contract, C-Tech manufactured, supplied and installed the Microwave Reader as requested by Hydrx (the "**Services**").
6. The Plaintiff states that it rendered invoices to the Defendant for the Services in the normal course of business (the "**Invoices**"), the full particulars of which are well known to the Defendant.
7. The Plaintiff states that the Services ordered by the Defendant were performed by the Plaintiff to the Defendant as requested by the Defendant, were accepted by the Defendant, and were of the quality and quantity as agreed and were satisfactory to the Defendant.
8. Whereas the Plaintiff has received partial payments from the Defendant, from time to time, there is presently the sum of £288,336.30 pound sterling due and owing to the Plaintiff on account of the Services, as itemized in the Invoices.

9. The Plaintiff further states that although it demanded payment of the aforesaid sum due and owing from the Defendant, the Defendant has failed or refused to make the required payment to the Plaintiff.

February 11, 2021

SCARFONE HAWKINS LLP

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14th Floor
P.O. Box 926, Depot 1
Hamilton, Ontario
L8N 3P9

MICHAEL J. VALENTE (LSO # 23925R)
mvalente@shlaw.ca


Tel: 905-523-1333

Fax: 905-523-5878

Lawyers for the Plaintiff

RCP-E 14A (June 9, 2014)

This is Exhibit "B" referred to in the Affidavit of Richard Goldstein
sworn March 30, 2021.

A handwritten signature in blue ink that reads "Ben Goody". The signature is written in a cursive style with a large initial "B".

Commissioner for Taking Affidavits (or as may be)

From: Alan Page <alan.page@slf.ca>
Sent: Tuesday, March 30, 2021 10:17 AM
To: Bellissimo, Joseph
Cc: Goodis, Ben; Jeff.Larry@paliareroland.com; Timothy Dunn
Subject: RE: [SPAM] - RE: Hydrx - Found word(s) cum bit in the Text body

Hi Joe

The equipment (about 30 pieces) that was brought in is for

- Cryo extraction
- create cannabis powder
- cold press technology to make hash and rosin
- filling and packaging equipment for topicals
- complete liquids bottling line

No production has taken place to date and I am advising the company not to do any production until they hear from us after the court hearing Wednesday.

From: Bellissimo, Joseph <jbellissimo@cassels.com>
Sent: Monday, March 29, 2021 8:58 PM
To: Alan Page <alan.page@slf.ca>
Cc: Goodis, Ben <bgoodis@cassels.com>
Subject: [SPAM] - RE: Hydrx - Found word(s) cum bit in the Text body

Hi Alan,

Thanks for your email. Hope you are well too.

Unfortunately, your email seemed to get stuck in my spam, and I only found it after we filed our court materials and Tim told me that you responded this morning. I suspect we will be filing a further affidavit in response to the comeback motion, and so we will obviously correct that record with respect to the statement in Mr. Goldstein's affidavit today that you had not responded and put in these emails to show that. Let me personally assure you that misstatement was not intentional.

With respect to the issue addressed below, thank you for confirming that no assets have/will leave facility absent court approval. But, can you confirm what you mean that equipment has been brought in to do a certain job. As you will have now seen from our court materials, we do not believe that this group should just be moving in and conducting operations at Hydrx and certainly not without express court approval. There can be just as much damage done to Cobra's collateral by such operations. That concern is further heightened by the fact that I understand that the RPIC (Philip Hemans) and A-RPIC (Richard Goldstein) have been locked out of the building and so there would be serious issues if cannabis related operations have simply been started up in the Hydrx facility in the circumstances. Can you kindly provide further details? This is something that we may need to address with the Court.

I look forward to hearing from you.

Thanks

Joe

Cassels

JOSEPH J. BELLISSIMO

t: +1 416 860 6572

e: jbellissimo@cassels.com

Cassels Brock & Blackwell LLP | cassels.com

Suite 2100, Scotia Plaza, 40 King St. W.

Toronto, ON M5H 3C2 Canada

Services provided through a professional corporation

From: Alan Page <alan.page@slf.ca>

Sent: Monday, March 29, 2021 8:55 AM

To: Bellissimo, Joseph <jbellissimo@cassels.com>

Subject: Hydrx

Hi Joe

Long time no talk to, hope all is well with you and your family and you are surviving these crazy times.

I got an email from Tim about the two trucks at Hydrx and I can confirm firm from representatives of Hydrx that no equipment has left the building or will leave the building with out court permission. The Trucks were dropping off equipment to run a certain job and are still there. I attended the plant yesterday for tour and confirmed the above.

Schwartz Levitsky Feldman Inc

Per Alan Page

416-780-2206

<gfidisc.slf.ca/>

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Court File No.: CV-21-00659187-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF RICHARD GOLDSTEIN
(Sworn March 30, 2021)**

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PROCEEDING COMMENCED AT
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