

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

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

TREBOR RX CORP., BRENDA LOUISE ELLIOTT, GEORGE MACDONALD  
IRWIN and BRYAN HARRISON GRAY

Respondents

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

**THIRD SUPPLEMENTARY RESPONDING APPLICATION RECORD  
OF THE RESPONDENTS**

(Application originally returnable June 15, 2022)

July 14, 2022

**SCOTT PETRIE LLP**  
200 – 252 Pall Mall Street  
London ON N6A 5P6

David S. Swift (40107N)  
[DSwift@scottpetrie.com](mailto:DSwift@scottpetrie.com)  
Tel: (519) 433-5310 ext. 245  
Fax: 519-433-7909

Lawyers for the Respondents

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Court File No. CV-22-00681946-00CL

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*ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**AFFIDAVIT OF BRENDA LOUISE ELLIOTT**

**I, Brenda Louise Elliott, of the City of Collingwood, in the Province of Ontario, MAKE OATH  
AND SAY:**

**1. I am one the Respondents in this Application and also the President of the Respondent,  
Trebor RX Corp. ("Trebor"), and as such have knowledge of the matters to which I hereinafter  
depone. Where my evidence is based on information and belief, I have identified the source of  
that information and belief and verily believe it to be true.**

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2. I make this Affidavit in supplement to the affidavits of George MacDonald Irwin ("Irwin") who is my husband and the Chief Executive Office of Trebor.

3. On July 13, 2022, Trebor received a purchase order from the State Project Development Commission in Ghana for the purchase of masks manufactured by Trebor (the "Purchase Order"). The Purchase Order is in the amount of \$6,298,000.00 USD. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a copy of the Purchase Order, along with the email from Joe Osei, the individual I have been dealing with in respect to this matter ("Osei").

4. Trebor has been in discussions and negotiations with potential purchasers from Ghana for a number of months in an effort to secure a contract and purchase order to supply Trebor masks. The first set of discussions occurred in March of 2022 but were not completed. The latest set of discussions that have resulted in the receipt of the Purchase Order began on June 21, 2022.

#### **The March Discussions**

5. In or about early March 2022, Trebor received email communication from Africa Tender Projects in Ghana enquiring about purchasing masks from Trebor.

6. Email communications subsequently occurred between Trebor and two purported representatives of Africa Tender Projects, Dr. Dan Thompson ("Thompson") and Idris Abeka Hammad ("Hammad"), regarding the potential order of masks and on March 8, 2022, Trebor received unsigned documentation from Thompson in the form of a draft Contract, Contract Award Certificate and Proforma Invoice Approval.

7. Following the receipt of these unsigned documents, attempts were made by myself and Irwin to confirm the validity of the people and organization we were dealing with; however, we were unable to get that confirmation. This included attempting to talk to these individuals by

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phone; however, other than one conversation on March 8, 2022 with Thompson, we were unable to ever reach them to speak with them.

8. As a result of our inability to obtain comfort about the legitimacy of the people we were dealing with, we arranged with the Canadian Trade Commission in Accra, Ghana to meet with Hammad to review the documentation. Two meetings were arranged; however, Hammad did not attend either meeting.

9. On March 28, 2022, I sent an email to Hammad asking what the next steps were as we were still waiting for confirmation of their order. I received a reply on March 29, 2022 indicating that they were still interested but that they required representatives of Trebor to travel to Ghana to sign the documents or else for Trebor to hire a Ghanaian lawyer to handle the signing.

10. As we were not able to travel to Ghana and as we could not obtain the level of confirmation we felt was needed to move forward, we had no further contact with Hammad or Thompson.

11. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is an email chain from March 8, 2022 to March 29, 2022 involving myself, Irwin, Thomson and Hammad which includes the unsigned documents that were sent to Trebor on March 8, 2022.

#### **The June and July Discussions**

12. On June 21, 2022, Trebor received an email from Joe Osei of Intergrates Projects Ltd. ("Osei") in Ghana enquiring about Trebor products. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a copy of the June 21, 2022 email.

13. I responded to the email from Osei on behalf of Trebor and provided him with product information. Thereafter, I exchanged numerous emails and held several phone calls with Osei

about the purchase of masks. Osei advised us that he was acting as an agent for the State Project Development Commission in Ghana (the "SPDC").

14. On June 23, 2022, Osei sent me an email detailing the Trebor product the SPDC wished to order, and this included payment terms which are "80% down payment to start production, while 20% will be paid when the product is ready for shipment". The email also provided that the currency to be used would be US dollars or Euros, along with the address for the SPDC and that the contact person would be Mrs. Mary K. Ofeh (Secretary). Attached hereto and marked as **Exhibit "D"** to this my Affidavit is an email chain between myself and Osei between June 22, 2022 and July 4, 2022 which includes the June 23, 2022 email with the terms.

15. I was subsequently able to confirm the existence of the SPDC through its website at [www.spdc-gh.org](http://www.spdc-gh.org) which sets out its board members including Mrs. Mary K. Ofeh as Secretary and Dr. Alfred Asamoah as Chairman. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is an excerpt from the website.

16. On or about July 5, 2022, Osei requested that Trebor provide certain documentation including a Proforma Invoice. I subsequently provided the requested documentation to Osei and we also exchanged emails regarding a required registration and processing fee. Attached hereto and marked as **Exhibit "F"** to this my Affidavit is a copy of an email chain between myself and Osei between July 5, 2022 and July 12, 2022 along with the requested documents I provided to Osei.

17. As set out above, on July 13, 2022, I received an email from Osei providing the Purchase Order. A review of the Purchase Order, which is attached at **Exhibit "A"** shows that it is signed by Dr. Alfred Asamoah.

18. On July 14, 2022, I received an email from Mrs. Mary K. Ofeh, the Secretary of the SPDC, confirming that Osei is a consultant agent with SPDC. Following this email, I received a phone call from Mrs. Ofeh. She wanted to confirm that I received the email, to confirm that Osei is their agent and to advise me that the only remaining issue to complete is payment of the \$750.00 USD registration fee. Unfortunately, the phone call was cut off so I sent Mrs. Ofeh an email asking her to advise what the time line is for payment of the deposit for the Purchase Order. Attached hereto and marked as **Exhibit "G"** to this my Affidavit is a copy of the July 14, 2022 email chain with Mrs. Ofeh and attached as **Exhibit "H"** is the invoice for the registration fee.

19. I am advised by David Swift, a lawyer with Scott Petrie LLP, the lawyers for Trebor ("Swift") and do verily believe that on July 13, 2022, he sent an email to Sanj Mitra, a lawyer with Aird & Berlis LLP, the lawyers for the Royal Bank of Canada ("Mitra") providing a copy of the Purchase Order and other information relating to the present market for masks

20. I am further advised by Swift and do verily believe that in response to Swift's email, Mitra provided an email reply on July 14, 2022 which asked how the Purchase Order situation with Ghana is different than the situation which occurred in March 2022 which the Bank was made aware of.

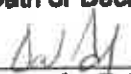
21. I am advised by Swift and do verily believe that on July 14, 2022, Swift sent an email response to Mitra summarizing the information about Trebor's dealings with the various Ghana representatives.

22. Attached hereto and marked as **Exhibit "I"** to this my Affidavit is a copy of the email exchange between Swift and Mitra including the documents Mitra sent on July 14, 2022 which are the same as those included with **Exhibit "B"**.

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23. I make this affidavit in opposition to the Application of the Applicant and for no improper purpose.

**SWORN** by Brenda Louise Elliott at the City of Collingwood, in the Province of Ontario, before me on this 14<sup>th</sup> day of July, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

  
\_\_\_\_\_  
Commissioner for Taking Affidavits  
(or as may be)

  
\_\_\_\_\_  
BRENDA LOUISE ELLIOTT

RCP-E 4D (July 1, 2007)



**EXHIBITS "A" THROUGH "I" REFERRED TO IN THE  
AFFIDAVIT OF BRENDA LOUISE ELLIOTT SWORN BEFORE  
ME THIS 14<sup>TH</sup> DAY OF JULY, 2022**



---

A Commissioner for Taking Affidavits

# STATE PROJECT DEVELOPMENT COMMISSION

# 42 Nsawam Road,  
P. O. Box 271, Adabraka,  
Accra - Ghana.  
Tel: +233 23 482 4957  
Fax: +233 23 482 4958

## PURCHASE ORDER

Date: 13th July, 2022  
P. O. No: 13/07/29972  
Contract #: SPDC/6593/GH/CC38/2022  
Customer: P-INV-TR-0705

## TENDOR

Trebor RX Corp.  
395 Raglan Street,  
Collingwood Ontario,  
L9Y 3Z1 - Canada.  
Tel: +1 705 443 8424  
Fax: +1 xxx xxx xxxx

## SHIP TO

Tema Seaport  
Accra - Ghana.

| No | Item  | Description  | Qty       | Unit Price | Total        |
|----|-------|--|-----------|------------|--------------|
| 1. | 21000 | Pro+ Mask Set- (1 Mask & 6 Filters)<br>100,000 of medium & 100,000 of large sizes in Boxes | 200,000   | 29.99      | 5,998,000.00 |
| 2. | 24300 | CAREGuard+ Antimicrobial 4Ply Masks  | 1,250,000 | 0.25       | 300,000.00   |

(As per details in Pro-forma invoice with specifications)

### Comments and Special Instructions

*Please do specify if this terms is correct by  
you, and understand that delivery will be made  
upon receipt of payment under CNP.*

SUBTOTAL 6,298,000.00  
TAX RATE 0%  
TAX Nil  
S&H Nil  
OTHER Nil

**TOTAL \$6,298,000.00**

STATE PROJECT  
DEVELOPMENT COMMISSION  
SIGN .....  
ACCRA - GHANA

Authorized by: Dr. Alfred Asamoah

**David Swift**

---

**Subject:** FW: SEE THE PO for Ghana  
**Attachments:** PURCHASE ORDER.jpg

**Importance:** High

**From:** Joe Osei <[j22osei@gmail.com](mailto:j22osei@gmail.com)>

**Date:** Wednesday, July 13, 2022 at 7:07 AM

**To:** Brenda Elliott <[brenda.elliott@treborrx.com](mailto:brenda.elliott@treborrx.com)>

**Cc:** George Irwin <[george.irwin@treborrx.com](mailto:george.irwin@treborrx.com)>, Bob Elliott <[bob.elliott1@rogers.com](mailto:bob.elliott1@rogers.com)>

**Subject:** SEE THE PO BELOW

Please see the PO attached below:

**David Swift**

---

**Subject:**

FW: OFFICIAL SIGNING DATE 14/3/2022

**From:** Idris Abeka Hammad <[idrisa\\_hammad@yahoo.com](mailto:idrisa_hammad@yahoo.com)>

**Date:** Tuesday, March 29, 2022 at 11:27 AM

**To:** Brenda Elliott <[brenda.elliott@treborrx.com](mailto:brenda.elliott@treborrx.com)>

**Subject:** Re: OFFICIAL SIGNING DATE 14/3/2022

Dear Brenda Elliott,

Thanks for your mail and your company's interest to help our country Republic of Ghana in the fight against the global Covid 19 pandemic. I am very very sorry for my late reply, I was out of the office for a medical diagnosis.

Question? I am wondering if you have any more interest in our PPE masks for your customers.

**Answer: Yes. The Government is still interested in buying the PPE mask from your company TREBOR RX CORP. Please note that your company is the one delaying the whole process, already the contract award has been given to TREBOR RX CORP and you have been asked by the buyer to come down to Ghana for the signing of the final contract agreement booklets so as to enable the buyer Africa tender Projects (ATP) release your total order amount for you to start production immediately.**

Alternatively, since the Africa tender Projects (ATP) has given your company an Option of taking a Ghanaian lawyer to do the signing process on your company behalf, I will advise you to write a letter to ATP to appoint a Ghanaian lawyer to do the signing and Transfer process on behalf of your company.

I wait to hear from you so that we can move ahead to finalize your contract payment.

Kind Regards,  
Mr. Idris Abeka Hammad,  
Telephone: +233 5000 66 221.  
Location: Lapaz Metropolitan district,  
Accra-Ghana.

**N/B: I WILL APPRECIATE IF YOU COULD CALL ME ON PHONE SO THAT WE CAN TALK IN DETAIL.**

On Monday, March 28, 2022, 09:38:09 AM PDT, Brenda Elliott <[brenda.elliott@treborrx.com](mailto:brenda.elliott@treborrx.com)> wrote:

Good Afternoon Idrisa, Trebor Rx is still waiting on confirmation of the order you presented to us. What are our next steps? We have inventory of surgical masks ready to go. I look forward to hearing from you as soon as possible.

Brenda Elliott  
President  
TREBOR RX CORP  
395 Raglan St.  
Suite 1D,  
Collingwood, Ontario  
L9Y 3Z1

+1-705-443-8424 – Main Office  
+1-416-258-8800 – Mobile

[www.treborrx.com](http://www.treborrx.com) <<http://www.treborrx.com>>

#### INNOVATION FOR A SAFER WORLD

Our Goal "To be a valued, innovative PPE Supplier"

Our Mission " To make lives safer by making a difference every day"

On 2022-03-08, 10:13 AM, "Africa Tender Projects" <[africpt@gmail.com](mailto:africpt@gmail.com)> wrote:

Attention The President  
Trebor Rx Corp  
395 Raglan St. Suite 1D  
Collingwood, Ontario Canada

Sir,

We Have Received Approval From The Justice Department Accra Ghana For The Official Signing Date Of The Original Contract Hard Copy

We Write To Inform You That According To The Justice Department Accra High Court Your To Appear In Person On 14th Of March 2022 Been Schedules as Official Signing Date Of The Original Contract Agreement Booklet At The Justice Department Accra-Ghana High Court.

Your To Fly Down To Ghana On That Date For Signing Of The Original Contract Hard Copy Of The Contract Agreement Or We Will Appoint a Ghanaian Legal Senior Advocate/Lawyer To Stand On your Company Behalf If You cannot Fly Down To Ghana On That Date This Is The Instruction From The Justice Department Accra Ghana

Note That We Are Making Every Arrangements Of Releasing Your Contract Valued Amount As Soon as The Contract Agreement Is Signed

Thank You For Your Corporations  
Board Members And Board Of Directors  
AFRICA TENDER PROJECTS  
# 21 Eagle Road, Airport Way  
P.O.BOX 200 Accra- Ghana  
Telephone+233239081255  
Fax:+233 23 434 0022

Email: [info@atp-gh.com](mailto:info@atp-gh.com)  
 Email: [africpt@gmail.com](mailto:africpt@gmail.com)  
 Website: [www.atp-gh.com](http://www.atp-gh.com)

On 3/8/22, George Irwin <[george.irwin@treborrx.com](mailto:george.irwin@treborrx.com)> wrote:

> Dr Thompson  
 > It was very nice to talk with you today. We have had discussions with our  
 > Export Development Corp. (a Canadian government company) who guarantees  
 > export shipments. They have suggested that there are financial documents  
 > that can be put in place to facilitate this transaction from our side. Would  
 > a performance bond of 5% of the transaction value be acceptable to your  
 > company as means of moving this forward? Attached is the signed draft doc.  
 >  
 >  
 > George Irwin  
 > CEO  
 > 395 Raglan St  
 > Suite 1D  
 > Collingwood ON  
 > L9Y 3Z1  
 > +1-416-625-7499  
 > [signature\_1170377761]  
 > INNOVATION FOR A SAFER WORLD  
 > Our Goal "To be a valued, innovative PPE Supplier"  
 > Our Mission " To make lives safer by making a difference every day"  
 >  
 >  
 > From: AFrica Tender Projects <[africpt@gmail.com](mailto:africpt@gmail.com)>  
 > Date: Tuesday, March 8, 2022 at 4:03 AM  
 > To: Michelle Musser <[michelle.musser@treborrx.com](mailto:michelle.musser@treborrx.com)>  
 > Cc: [info@ato-gh.com](mailto:info@ato-gh.com) <[info@ato-gh.com](mailto:info@ato-gh.com)>, [idrissa\\_hammad@yahoo.com](mailto:idrissa_hammad@yahoo.com)  
 > <[idrissa\\_hammad@yahoo.com](mailto:idrissa_hammad@yahoo.com)>, [bob.elliott1@rogers.com](mailto:bob.elliott1@rogers.com)  
 > <[bob.elliott1@rogers.com](mailto:bob.elliott1@rogers.com)>, George Irwin <[george.irwin@treborrx.com](mailto:george.irwin@treborrx.com)>  
 > Subject: FIND ATTACH AWARD DOCUMENTS AND DRAFT CONTRACT AGREEMENT  
 > Attention The President  
 > Trebor Rx Corp  
 > 395 Raglan St. Suite 1D  
 > Collingwood, Ontario Canada  
 >  
 >  
 > Sirs  
 >  
 >  
 > We The Member's And Board Of Directors Of Africa Tender Projects Ghana  
 > (Africa Tender Projects Ghana) Announced And Released Final Contract  
 > Approval Order To Your Company As We Are Satisfied With  
 > Your Proforma Invoice And Your Products Origin/Quality.  
 >  
 >  
 > Your Proforma Invoice Submitted To Our Office Has Finally Been Approved  
 > And Contract Has Been Awarded To Your Company Today 8th Day Of March,2022.  
 >  
 > We are sending You the contract Approval Notification With The Award of  
 > the Reference Number: CG543401G/AUTP/CONGH/2001-23 to your esteemed  
 > Company.  
 >  
 > Final Approval and Award Certificate, Contract Agreement Is Attached  
 > For Your View.  
 >

- >
- >
- > You Advise To Go Through The Documents and Draft Agreement Carefully
- > If There Any Paragraph Not Suitable For You Your Free Do The Amendment
- > And Send Back To Us With Acceptance Letter If This is Accepted By You
- >
- > This is to enable us Prepare the Original Contract Booklet Of
- > Agreement for Signing.
- >
- >
- >
- >
- > For More Information call the Executive chairman Dr Dan Thompson on Tel
- > +233239081255 for more Details and update concerning the contract
- > Approval.
- >
- > Thank You
- > Dr Dan Thompson
- > The Executive Chairman
- > AFRICA TENDER PROJECTS
- > # 21 Eagle Road,Airport Way
- > P.O.BOX 200 Accra- Ghana
- > Telephone+233239081255
- > Fax:+233 23 434 0022
- > Email: [info@atp-gh.com](mailto:info@atp-gh.com)
- > Email: [afriapt@gmail.com](mailto:afriapt@gmail.com)
- > Website: [www.atp-gh.com](http://www.atp-gh.com)<<http://www.atp-gh.com>>
- > CAUTION: This email originated from outside of the organization. Do not
- > click links or open attachments unless you recognize the sender and know the
- > content is safe.
- >
- CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

# Contract Award Certificate

**T**his is to certify that:  
**Africa Tender Projects**

ACCRA GHANA, WEST AFRICA.

**Has This Days 8th Day Of March, 2022**

**Awarded A Contract To Supply Of  
850,000 Pcs CAREGuard+ 4Ply Disposable Mask, ASTM Level  
3 -Medical Use, 50,000 Pcs Pro+ Respirator- 30-Day Mask &  
Filter Set- (1Mask, 60 Filters)-Reusable/Recyclable. Ea. 50,000  
Pcs Rapid Covid-19 AG Test Kit, 850,000 Pcs 3Ply Disposable  
Mask, ASTM Level 1- Adult**

**Contract Value:**

**USD 1,916,500.00**

**UNDER CONTRACT NO:**

**CG543401G/AUTP/CONGH/2001-23**

**TO**

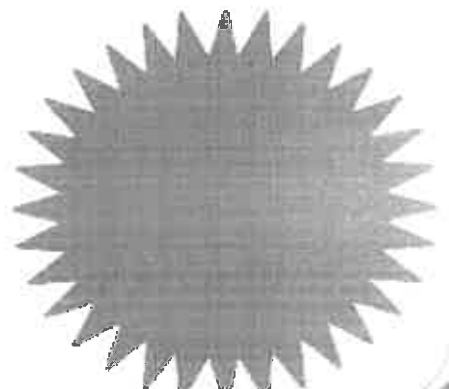
**Trebor Rx Corp**

**395 Raglan St. Suite 1D Collingwood, Ontario Canada**

Africa Tender Projects

Sign:.....

Accra - Ghana





**DRAFT CONTRACT AGREEMENT**

**MADE ON THE 8TH DAY OF MARCH, 2022**



**BETWEEN:**

- **The GOVERNMENT OF GHANA (Buyer) and his successor, the AFRICA TENDER PROJECTS GHANA represented by his Excellency, the Honorable Chairman Dr. Dan Thompson. # 21 Eagle Road, Airport Way P.O.BOX 200 Accra- Ghana**

**And**

**The Trebor Rx Corp 395 Raglan St. Suite 1D Collingwood, Ontario Canada represented by The President. This Contract Agreement of Contract Number CG543401G/AUTP/CONGH/2001-23 and file**

number RM/AUAAH/0052 confirms that the Buyer, GOVERNMENT OF GHANA assigns its Successor, AFRICA TENDER PROJECTS GHANA as a consignee of the supply of the items from Trebor Rx Corp 395 Raglan St. Suite 1D Collingwood, Ontario Canada This Contract Agreement accepts the firm AFRICA TENDER PROJECTS GHANA as a successor of the Buyer concerning the supply of the items in the Proforma invoice.

### **SUBJECT OF THE CONTRACT:**

#### **ART. 1**

The buyer the AFRICA TENDER PROJECTS GHANA intends to buy the items from Trebor Rx Corp 395 Raglan St. Suite 1D Collingwood, Ontario Canada

Subject of the present contract is buying – selling of the items As Specified In The Proforma Invoice Grand Total Amounts USD1,916,500.00

1.2 The offer on pro-forma invoice sent by the seller to the buyer is an integral part of this contract.

### **SUPPLY:**

#### **Art 2..**

The Trebor Rx Corp 395 Raglan St. Suite 1D Collingwood, Ontario Canada will supply Quantities and prices as in the art. 1 of this Contract to the firm AFRICA TENDER PROJECTS GHANA within 1-2 Years Contract Period from the date of received the Contract Amounts USD1,916,500.00

**2.2 The Buyer AFRICA TENDER PROJECTS GHANA will pay to the seller the amount of the supplied items according to the provisions of this contract.**

**2.3 The buyer the AFRICA TENDER PROJECTS GHANA agrees to take over the items subject of this contract, on arrival Accra Ghana (Tema sea-port) within the free time allowed by the Shipping Company In case the buyer delays delivery of the cargo, the Dumorage as stipulated by the Shipping Company will be to the account of buyers.**

**The Trebor Rx Corp 395 Raglan St. Suite 10 Ontario Canada will arrange the goods transportation From Canada seaport Tema seaport Ghana All Shipping Cost The Buyer AFRICA TENDER PROJECTS GHANA Will Bear All The Cost**

**2.5 The authorized inspection agents of the buyer will be allowed to carry on inspection of the supplied products at the port of loading prior to shipment Cost of inspection will bear by the buyer.**

### **QUANTITIES AND DYNAMICS OF SUPPLY:**

#### **Arts 3**

**\* Goods transportation will be made by 20ft & 40ft containers depending on the type of product to be delivered or according to the sellers wish.**

**3.2 The seller may suggest the transportation of the product to be made by 20ft & 40ft containers.**

**3.3 Total delivered quantity and amount will be according to the provisions in Art. 1 of this contract agreement.**

- **The delivery of goods will be made in full within Contract Period from the date of receipt of payment in the account of the Seller's Bank account (stated in Art 6 item 2) of the amount in article 1 of this contract in agreed order between the seller and the buyer.**
- **INSURANCE – Buyer to arrange insurance of the entire cargo from warehouse to warehouse basis as per their requirement.**

#### **TYPES, QUALITY AND SPECIFICATIONS:**

##### **Art 4.**

- 4.1 The items described and specified in the pro-forma invoice in Art 1 of this contract is produced with standard quality.**
- 4.2 The seller will issue to the Buyer quality certificates from his factory quality control laboratory for quality testing for the country of origin of the product supplies of this contract.**
- **The products catalogues enclosed by the seller to the buyer represent seller's standard production and shall be used in the future as a point of reference.**

##### **Art 5**

- 5.1 The goods will be packed in the seller's original packing material, with declaration/manuals in English language as a compulsory.**

- 5.2 The name of the buyer's firm, i.e. his successor will not appear on the goods.**
- 5.3 The buyer and successor are obliged to make good storing and way of transporting of the product of this contract from Tema seaport to the final consumers according to the storing conditions proposed by the seller.**

### **PRICE, VALUE AND PAYMENT**

#### **Art 6**

- 6.1 Individual product prices, value for separate quantities of products and total value, will be defined as per the offer in item 2 arts 1 of this contract agreement.**
- 6.2. 100% Payment Of Total contract value USD1,916,500.00 will be paid by the buyer AFRICA TENDER PROJECTS GHANA to the seller Trebor Rx Corp 395 Raglan St. Suite 1D Collingwood, Ontario Canada within maximum of 2-3 days to the bank account number upon contract signing by either parties or their respective representatives.**
- 6.3 The buyer will make the payment through any agency that will be provided by Government of Ghana, which shall be in line with the International Monetary Regulations.**
- 6.4 The seller's obligations for deliveries organization will come into force from the moment of receipt of written payment advice from the seller for the effected payment by the buyer, within the term provided in Art 3, of this contract agreement.**

#### **Art 7**

- This contract enters into force as soon as the authorized person of both parties signs it.

**7.2 Signature number of each party is not limited.**

**7.3 The contract agreement will be signed in the presence of the Chief Justice of the Republic of Ghana and other top officials of the Government of Ghana drawn from officials of the AFRICA TENDER PROJECTS GHANA. The contract comes into force from the date it is signed between legal representatives of both parties.**

### **RESPONSIBILITIES.**

#### **Art 8**

- Each party of the current agreement is responsible for the fulfillment of its own responsibilities. Neither party is entitled to transfer its rights and obligations under the present contract to any third party without the written consent of the other party. All amendments and addenda to the present contract are valid only if there are made in writing and signed by authorized representatives from both parties.

**8.2 The contract agreement will be governed according to the "Convention of UN for contract for "international trade of goods" – 1980, and any dispute arising from it during its execution, will be solved by arbitration, as per arbitration regulations of international chambers of commerce in Paris and (or) London. The decisions of the Arbitration Committee in Paris or London will be obligatory and final for the buyer AFRICA TENDER PROJECTS GHANA and the seller Trebor Rx Corp.**

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## **FORCE MAJEURE**

### **Art 9**

**9.1 The parties are released from responsibility for partial or complete non-fulfillment of their liabilities under the present contract in case of unforeseen circumstances.**

- **These force majored circumstances that arise after concluding the present Agreement is: fire, natural physical disaster, and war, military operations of any character, blockage, and another circumstance over which the Parties have no control.**

**9.3 The Party that cannot perform its obligation, stipulated by the present Agreement, is to notify the other Party within 14 (fourteen) calendar days from the start of such circumstances in written form. The Certificates issued by the respective Office will be sufficient proof of the existence and duration of the above mentioned circumstances.**

**9.4 Failure to notify or untimely notification deprives the Party of the right to refer to any of the above circumstances, as a reason relieving her from liability for non-performance of an obligation.**

**9.5 The time period of performance of obligations under the present Agreement is extended correspondingly for a period during which such circumstances exist.**

## **DURATION OF THE AGREEMENT**

**10.1 The present contract comes into effect from the date of signing by all participants of the agreement.**

## STATUTORY REQUIREMENT

### Art 11

**This agreement is subject to performance Bond, Stamp Duty, and legalization at the Supreme Court of Ghana or at any court of competent jurisdiction in Ghana.**

## OTHER TERMS

**12. This Agreement is prepared in two copies.**

**END.**

**In Witness whereof the Parties hereto have causes their respective Seals of both Parties to be here into affixed the day and year above written.**

**Signed, sealed and delivered for and on behalf of the aforesaid Client, AFRICA TENDER PROJECTS GHANA by:**

**Name:.....**

**Sign:.....**

**Date:.....**

...

## AND LEGAL WITNESSES

**In The Presence of the Attorney General of the Supreme Court of Justice Ghana.**



**Sign:.....**

**Date:.....**

**This agreement is sign in the presence of the seller**

**Full Name:.....**

**Designation:.....**

**Sign:.....**

**Date:.....**

**END.**

# AFRICA TENDER PROJECTS

21 Eagle Road, Airport Way  
P.O. BOX 200, Accra - Ghana  
Tel: +233 239 081 255  
Fax: +233 23 434 0622



## Contract Awarding Committee

Our Ref CG543401G/AUTP/CONGH/2001-23  
Attention The President  
Trebort Rx Corp  
395 Raglan St. Suite 1D  
Collingwood, Ontario Canada

8th Day Of March, 2022

Sir,

### PROFORMA INVOICE APPROVAL

By the Power vested upon me as the Honourable Chairman of the Procurement Division of the AFRICA TENDER PROJECTS GHANA, I hereby unequivocally approved the items as expressed in your Proforma Invoice submitted to this commission.

We have adequately carried out a thorough study on your products and came to a conclusion that it is indeed in conformity with the required ministerial needs.

Subsequent upon this Proforma Invoice Approval, the Legal Department of this office has processed the Draft Contract Agreement, which shall be signed by both parties before the remittance of the payment into your bank account.

The Contract Amount will be transferred to your nominated bank account when all requisite procedures are completed. The Honourable Chairman AFRICA TENDER PROJECTS GHANA do hereby approve your invoice.

**CONGRATULATIONS!!!**

**APPROVED**

Africa Tender Projects

Sign:.....

Accra -



**David Swift**

---

**Subject:** FW: YOUR PRODUCT IS NEEDED

**Importance:** High

----- Forwarded Message -----

**From:** Joe Osei <j22osei@gmail.com>

**To:** "undisclosed-recipients:;" <undisclosed-recipients:;>

**Sent:** Tuesday, June 21, 2022, 08:37:33 PM EDT

**Subject:** YOUR PRODUCT IS NEEDED

**Dear Sir/Madam,**

We would like to know more about your products and your company. Please send us your brochure, product catalog with detailed specification and price information in PDF Format.

We are interested in your products and to do business with you or your company. Do confirm if you have any sales point in Ghana Republic or within West Africa.

**Method of our Payment:** An upfront payment of 80% (T/T) will be made to your account to start production of goods while 20% balance will be paid to you before shipment.

Regards,  
Mr. Jeo Osei

Phone: +233241515113  
Intergrates Projects ltd  
P.O. Box AT134 Achimota  
Greater Accra Region, Ghana  
E-mail: [joe22osei@gmail.com](mailto:joe22osei@gmail.com)

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## David Swift

---

**From:** Brenda Elliott <brenda.elliott@treborrx.com>  
**Sent:** July 14, 2022 11:05 AM  
**To:** David Swift  
**Subject:** FW: WE ARE WAITING FOR YOUR PROFORMA INVOICE WITH THE REQUIRED DOCUMENTS  
**Importance:** High

**From:** Brenda Elliott <brenda.elliott@treborrx.com>  
**Date:** Monday, July 4, 2022 at 2:14 PM  
**To:** Joe Osei <j22osei@gmail.com>, George Irwin <george.irwin@treborrx.com>  
**Cc:** Bob Elliott <bob.elliott1@rogers.com>  
**Subject:** Re: WE ARE WAITING FOR YOUR PROFORMA INVOICE WITH THE REQUIRED DOCUMENTS

Mr. Joe Osei,

I am following up on the email below regarding your number of units for each product. I just want to confirm that you are requesting to purchase  
 CAREGuard+ 4ply - 25,000 boxes / of 50 masks each  
 Pro+ respirator – 200,000 boxes / 6 respirators per box. Do you want 100,000 Medium and 100,000 Large?  
 Colour is clear only.

I look forward to hearing from you soon,

Kind regards,

Brenda Elliott  
 President  
 TREBOR RX CORP  
 395 Raglan St.  
 Suite 1D,  
 Collingwood, Ontario  
 L9Y 3Z1

+1-705-443-8424 – Main Office  
 +1-416-258-8800 – Mobile

[www.treborrx.com](http://www.treborrx.com)

**TREBOR Corp.**

**INNOVATION FOR A SAFER WORLD**

**Our Goal "To be a valued, innovative PPE Supplier"**

**Our Mission "To make lives safer by making a difference every day"**

**From:** Joe Osei <j22osei@gmail.com>  
**Date:** Thursday, June 23, 2022 at 8:10 AM  
**To:** Brenda Elliott <brenda.elliott@treborrx.com>  
**Cc:** Bob Elliott <bob.elliott1@rogers.com>, George Irwin <george.irwin@treborrx.com>  
**Subject:** WE ARE WAITING FOR YOUR PROFORMA INVOICE WITH THE REQUIRED DOCUMENTS

Attention Brenda Elliott,

Thanks for your mail, You are invited to participate in the Supply of your products for the Project of 2-years supply/order. If you are willing, go ahead and prepare your proforma invoice with the required items as per the below product details. Calculate the total amount and write in words and figure also sign and stamp as well.

CareRX ~ CAREGuard+ with ZEN Anti-microbial Technology  
 4ply Level 3 Disposable Mask  
 Dimensions – 17.5 CM x 9.5 cm  
 Size: 2.76 µm  
 BFE: > 99.99%+  
 VFE: > 99.99%+  
 PFE: > 99%+  
 Certification: ASTM Level 3  
 Layer 2- Hydrophilic spun bond non-woven polypropylene with ZEN Anti-microbial  
 Packing: 50 pieces/ Box  
 Quantity: 25,000 boxes

PRO+ Respirator Mask  
 Recommended Duration: 35 Cleaning Cycles  
 Filters both inhale and exhale  
 Reusable and cost-effective  
 99.9% recyclable, reduced medical waste  
 Certified ASTM F2101-19, >95% effective protecting against viruses  
 Translucent, breathable and moulded for a perfect seal  
 Easily washable with soap and water  
 PRO+ patented disposable and interchangeable single use, N95 filters  
 Colours: White, Blue  
 Size Medium & Large  
 Quantity: 200,000 boxes

**THESE ARE THEIR SUPPLY TERMS BELOW:**

**PACKAGING:** According to your Company Original Export Packaging.  
**SUPPLY TERM:** Your Price Should Be On: (CIF, FOB or EX-WORKS)  
**SHIPMENT DESTINATION:** Tema Harbour Seaport Republic Of Ghana  
**PAYMENT METHOD:** Bank Wire Transfer (T.T) To Be Confirmed By Your Bank Before Starting Production.  
**PAYMENT TERMS:** 80% Down Payment To Start Production, While 20% will be paid when the Product is ready for shipment.  
**INSPECTION:** SGS To confirm Quantity At The Port of Lading: (Cost To Be Paid By The Buyer).  
**DELIVERY TIME:** Maximum Of 360 Days From The Date Of Initial Payment Or Received Payment.  
**CURRENCY:** Invoice Official Currency Are: US Dollars Or Euro Only  
**PARTIAL SUPPLY:** Yes Is Accepted (One, Two Or Three Times Shipment).  
**EFFICIENCY:** Supplier shall prove that they can handle the supply order with a good quality product, and deliver them on time after full payment.

NOTE: if your quotation invoice is submitted and approved, and you complete this first order, you will be accepted as their regular supplier of any of these products whenever they need it. But you have to prove your efficiency, prove product quality on the first order and timely deliver after payment. And you will also be required to come for signing of the contract if the need arises.

Put the invoice number and date for reference to your contract file. More so this contract supply will last for 2-years, meaning that you will be supplying these products till the end of the contract period. Finally, you should include the total quantity of the items needed in the invoice, Type also the invoice cost in words and in figure for proper documentation. and you should sign the invoice and stamp.

Also write a letter of intent stating your company's ability to handle the supply, address it to the name of the State Project Development Commission: buyer, sign and stamp as well. Attach a photocopy of your company certificate of incorporation or any of your company certificate, sent along with your invoice.

Give the name and address of the buyer;

**To:**

**State Project Development Commission.**

**# 42 Nsawam Road**

**P.O.Box 271, Adabraka, Accra - Ghana.**

**Contact Person: Mrs. Mary K. Ofeh (Secretary).**

Use your company letter-head paper or invoice to prepare the invoice. We are waiting for your invoice and the requested documents soonest.

Here is my whatsapp line: +233202513741.

Thanks

Mr. Joe Osei

On Wed, Jun 22, 2022 at 4:21 PM Brenda Elliott <[brenda.elliott@treborrx.com](mailto:brenda.elliott@treborrx.com)> wrote:

Good Afternoon Mr. Osei.

Please find our Personal protective Equipment (PPE) attached above. We do not have a sales point in your region to date, I have reached out to the IMF recently to get direction on a sales link.

Once you have reviewed our products, I would like to schedule a call to answer any questions you have.

Kind regards,

Brenda Elliott

President

TREBOR RX CORP

395 Raglan St.

Suite 1D,

Collingwood, Ontario

L9Y 3Z1

+1-705-443-8424 – Main Office

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## HOME—State Project Development Commission (SPDC)

Welcome to the State Project Development Commission (SPDC) based in Accra - Ghana. This commission is empowered by the President of the Republic to meet the PICI program. The Presidential Infrastructure Champion Initiative (PICI) was born out of a proposal by Heads of African Union Government, to accelerate regional infrastructure development through political championing of projects. This proposal was made during the 23rd HSGOC meeting in Kampala, Uganda, in July 2010. The champions bring visibility, unblock bottlenecks, co-ordinate resource mobilization, provide leadership and ensure rapid project implementation within a specified threshold period. This is an opportunity for African heads of state and governments to become actively involved in the development and implementation of regional and continental infrastructure projects.

The PICI ensures that the projects are implemented to meet the target for vision 2020. In this context, implementation refers to the progression of the project from pre-feasibility to feasibility phase, or from feasibility to construction, or that demonstrable evidence of progress is available. The PICI model includes an effective reporting system, where progress of the individual projects is reported on every six months during the bi-annual HSGOC meetings by the respective champions.

The SPDC is a political commitment and dedication to boost competitiveness by:

- (i) Increasing efficiencies;
- (ii) Accelerating growth;
- (iii) Facilitating integration in the world economy;
- (iv) Improving living standards and;
- (v) Unleashing intra-African trade.

The Programme for Infrastructure Development in Africa, an African Union Commission (AUC) initiative, in partnership with the NEPAD Planning and Coordinating Agency, the African Development Bank and the United Nations Economic Commission for Africa, aims to accelerate infrastructure development across the continent. SPDC as a strategic framework will run through 2040 in order to develop continental (cross-border) infrastructure (Energy, Health, Transport, Information and Communication Technologies (ICT). SPDC main purpose is to strengthen the consensus and ownership of large cross-border infrastructure projects.

|   |   |  |  |
|---|---|--|--|
|  <p>Standard</p> |  <p>Standard</p> |  <p>Rural Economy and Affairs</p> |  <p>Machinery &amp; Equipment</p> |
| <p>We ensure process standard on tender bids from foreign companies as regulated by law.</p>        | <p>We ensure process standard on tender bids from foreign companies as regulated by law.</p>        | <p>We are focused on transforming Rural community to become urban settlement by 2020.</p>                            | <p>We procure equipments and tractors including other products as their needs arise.</p>                               |





State Project Development  
Commission  
SPDC

[Home](#) [Who We Are](#) [Tender Procedures](#) [Procurements](#) [Bid Confirmation](#) [Contact](#)

## BOARD MEMBERS OF SPDC

SPDC Members of SPDC

The following members are to spearhead the activities of State Project Development Commission:

Dr. Alfred Asamoah (Chairman)  
Rev. Fred Frimpong (Vice Chairman)  
Mrs. Mary K. Ofah (Secretary)  
Dr. Kingston Mensah (Evaluation officer)  
Mr. Francis Kofi (Inspection officer)  
Mrs. Eunice Amah Nana (Member)  
Hon Abubakar Ayariga (Member)

### Profile of the Executive Chairman: Dr. Alfred Asamoah

Dr. Alfred Asamoah is a DFID UK Senior Procurement Specialist currently on secondment to the State Project Development Commission. He held various procurement positions in the National Health Service from 1990 to 1999. He joined Department for International Development in 1999 as a Procurement Adviser working at their Office in Accra Ghana.

Dr. Alfred Asamoah advised on ECOWAS programmes in Ghana, Sierra Leone, Togo and Benin has made presentations in several international forum. Since 2004, Dr. Alfred has been an adviser to the Government of Ghana on the implementation of Public Procurement Act 663.

He holds a Bsc Degree in Development Planning, Masters in Business Administration specializing in Strategic Procurement. He is also a qualified member of Chartered Institute of Purchasing and Supply. He is married with three children.

### Profile of the Vice Chairman: Rev. Fred Frimpong

Rev. Fred Frimpong is a Lawyer by profession, he holds a Bachelor of Business Administration (Accounting Major) from the Wharton Business School, University of Pennsylvania, Philadelphia, (1977), a member of the American Institute of Certified Public Accountants (CPA 1979), the Institute of Chartered Accountants, Ghana (CA 1983) and the Ghana Institute of Taxation (1986). He serves as the Member of Parliament of Upper West Akin Constituency for 16 years, from 1993 to 2009.

Before joining the State Project Development Commission, Rev. Fred Frimpong was the Executive Secretary to the Revenue Agencies Governing Board. He is a seasoned public and private sector official, having operated in various consulting and substantive capacities as Consultant (Parliament), Member (Government Transitional Team on Economy & Finance - Jan. 2009 to April 2009).

Whilst serving as Member of Parliament (MP) for Upper West Akin Constituency, he played various instrumental roles in Parliament, including serving as Chairman of the Public Accounts Committee; Minority Spokesperson on Finance; Chairman of the Finance Committee; Chairman of the Eastern Regional Parliamentary Caucus; Ghana's Delegate to the African, Caribbean Pacific European Union (Dakar and Senegal) and Member of the International Parliamentary Oversight Committee of the World Bank and International Monetary Fund.

### Profile of the Secretary: Mrs. Mary K. Ofah

She holds a Master's degree (MSc.) in Secretary Management from the School of Oriental and African Studies, University of London and a Master's degree (MA) in Economic Policy Management from the University of Ghana. She obtained her first degree - BA (Hons.) Secretary Studies from the University of Ghana, Legon, Department of Social Sciences, Kumasi, Ghana (1979 to 1984) and holds a language diploma - Diplôme Française from the University of Benin, Lome, Togo.

Professionally she has specialized in bid and procurement management techniques that enhance bid effectiveness. Mrs. Mary K. Ofah has extensive experience and has consulted for several

**David Swift**

---

**From:** Brenda Elliott <brenda.elliott@treborrx.com>  
**Sent:** July 14, 2022 11:04 AM  
**To:** David Swift  
**Subject:** Registration fee

**From:** Brenda Elliott <brenda.elliott@treborrx.com>  
**Date:** Tuesday, July 12, 2022 at 4:10 PM  
**To:** Joe Osei <j22osei@gmail.com>  
**Cc:** George Irwin <george.irwin@treborrx.com>, Bob Elliott <bob.elliott1@rogers.com>  
**Subject:** Re: SEE THE ACCOUNT DETAILS

Good afternoon Mr. Joe

Please send TREBOR an invoice for this processing fee payment , include the full of name of company and a copy of the PO that covers our PI SENT TO YOU earlier

Our CFO needs this invoice and paper work before payment is sent

Look forward to hear from you

Brenda  
 TREBOR

Sent from my iPhone

On Jul 10, 2022, at 7:24 PM, Joe Osei <j22osei@gmail.com> wrote:

Hello Brenda Elliott,

See the account details below.

**Company Name:** ASARICA GHANA LIMITED  
**Bank:** ECOBANK GHANA LIMITED  
**Account Number:**1441002332350  
**Swift code:**ECOCGHAC  
**Brank:** KOTOBABI BRANCH.  
**Amount:** \$750

Waiting for the payment slip.

Thanks  
 Joe

On Sun, Jul 10, 2022 at 9:00 PM Brenda Elliott <brenda.elliott@treborrx.com> wrote:

Good evening Joe

Our company TREBOR agrees to pay the \$750 and your company pay the balance. However, once the PO is issued to TREBOR, your 40% of the fee will be refunded to you

Please confirm that you agree to this and forward banking information for our CFO to make the deposit

Brenda Elliott  
TREBOR RX CORP

Sent from my iPhone

On Jul 8, 2022, at 6:54 PM, Joe Osei <j22osei@gmail.com> wrote:

Hello Brenda Elliott,

Take note that it is not my responsibility to pay for the official registration and processing fee for your company.

The registration fee is unavoidable. I believed in transparency in my dealing with my clients when it comes to international competitive bidding, representing such a company locally to realize such potential business opportunities. I stand to be very transparent in order to establish a very strong business relationship through this opportunity for our mutual interest.

Therefore, based on my transparency my company is not in a financial position to pay this amount in full due to some internal local and administrative cost we have been incurring, but without telling you because we see it as part of our mandate in order to make sure everything is going successfully. So the payment of the tender registration fee of \$1,250 is the sole responsibility of your company, but after internal deliberation my company have resolve to contribute 40% of the registration fee while your company will have to pay only 60% (\$750), This is to demonstrate our dedication and commitment to work with your company in this tender.

The registration is a process where a supplier/company is mandated by law to submit their company information and product details in advance for approval before supply payment can be made. The purpose of this registration is to protect the country against importation of unapproved products from unauthorized suppliers/products that can endanger public health and environment. This is applicable for all suppliers.

The registration also gives the supplier easy access to receive government contract payment without any hassle or obstacle, it is also one of the ways the government uses to check mate corruption whereby all their suppliers/contractors must be registered and known by the government.

The registration fee is not avoidable, it is a statutory requirement which every company must fulfill.

If you are willing, we proceed, but if you are not, you forget about it and let another

company that is more competent handle it.

Thanks  
Joe

On Fri, Jul 8, 2022 at 6:48 PM Brenda Elliott <[brenda.elliott@treborrx.com](mailto:brenda.elliott@treborrx.com)> wrote:

Hi Joe, the group is asking us for a \$1,200 fee to move to the next stage of the order. Since you are the acting Agent available to meet in person, we feel that it is your responsibility to pay the fee, and once the PO is release with deposit to Trebor, we will repay you the \$1,200 plus another \$1,200 as a bonus.

Please confirm by email that you are in agreement with this.

Brenda Elliott

President

TREBOR RX CORP

395 Raglan St.

Suite 1D,

Collingwood, Ontario

L9Y 3Z1

+1-705-443-8424 – Main Office

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---

**From:** Joe Osei <j22osei@gmail.com>  
**Date:** Wednesday, July 6, 2022 at 1:02 PM  
**To:** Brenda Elliott <brenda.elliott@treborrx.com>  
**Cc:** George Irwin <george.irwin@treborrx.com>, Bob Elliott <bob.elliott1@rogers.com>  
**Subject:** I HAVE SUBMITTED ALL YOUR DOCUMENTS

Hello Brenda Elliott,

All your documents have been submitted to the SPDC office.  
 If you hear from them you let me know, also any mail you are sending to them, you copy "cc" to my mail for follow up.

Thanks  
 Mr. Joe

On Tue, Jul 5, 2022 at 5:42 PM Brenda Elliott <brenda.elliott@treborrx.com> wrote:

Good Afternoon Mr. Osei,

Please find all the documents requested. (Proforma Invoice, Corporation documents & LOI manufacturing)

I look forward to hearing from you soon, please feel free to contact us directly

Kind regards,

Brenda Elliott

President

TREBOR RX CORP

395 Raglan St.

Suite 1D,

Collingwood, Ontario

L9Y 3Z1

+1-705-443-8424 – Main Office

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**TREBOR RX CORP.**  
**395 RAGLAN ST. SUITE 1D**  
**COLLINGWOOD, ON**  
**CANADA L9Y 3Z1**

## PROFORMA INVOICE

Sales Order Number: P-INV-TR-0705

Sales Order Date: 05/30/2022

| Sold To:   | Ship To:   |
|--|--|
| State Project Development Commission<br>#42 Nsawam Road PO Box 271<br>Accra Ghana<br><br>Attn: Mrs. Mary K. Ofeh Secretary | State Project Development<br>Commission<br>#42 Nsawam Road PO Box 271<br>Accra Ghana |

|                       |                       |
|-----------------------|-----------------------|
| Revision No:          | P.O. #:               |
| Revision Date:        | P.O. Date: 07/05/2022 |
| Terms: Due On Receipt | Sales Person:         |

| Item No. | Description   | Unit   | Quantity  | Unit Price | Total Price    |
|----------|---|--------|-----------|------------|----------------|
| 21000    | Pro+ Mask Set- (1 Mask & 6 Filters)100,000<br>OF MED & 100,000 OF LARGE SIZES | Boxes  | 200,000   | \$29.99    | \$5,998,000.00 |
| 24300    | CAREGuard+ Antimicrobial 4Ply Masks   | Pieces | 1,250,000 | \$.24      | \$300,000.00   |

**NOTE FREIGHT COST, IF LISTED, IS AN ESTIMATE AND WILL BE ADJUSTED TO ACTUAL COST AT TIME OF SHIPMENT**

**PLEASE NOTE ANY DUTIES / TARIFF OR TAXES IF APPLICABLE WILL BE AN EXTRA CHARGE TO CLIENT**

### FOR PAYMENTS IN US DOLLARS

|  |               |                          |
|--|---------------|--------------------------|
| Account Name: <b>TREBOR RX CORP</b>              | Subtotal:     | 6,298,000.00             |
| Royal Bank of USD Account # <b>01012-4002309</b> | Taxes:        |                          |
|  | <b>TOTAL:</b> | <b>\$6,298,000.00USD</b> |

### TREBOR RX CORP Address:

Suite 1D – 395 Raglan Street  
 Collingwood, ON L9Y 3Z1

### Beneficiary Bank:

### Royal Bank of Canada Address:

3300 Highway 7 West, Suite 200  
 Concord, ON L4K 4M3

Contact: **Nicholas Ntentes**

Phone: **905-738-3290** / Fax: **905-738-3271**

SWIFT Code: **ROYCCAT2**

### Intermediary Bank:

**JP MORGAN CHASE BANK, New York**

SWIFT Code: **CHASUS33**

ABA # **021000021**

For and on behalf of **TREBOR Corp.**

For Ministry Use Only  
À l'usage exclusif du ministère



Ministry of Government  
and Consumer Services

# Ontario

**CERTIFICATE**  
This is to certify that these articles  
are effective on

# CERTIFICAT

Ce certificat certifie que les articles ci-dessus  
entrent en vigueur le

**JULY 31 JUILLET, 2020**

Ontario Corporation Number  
Numéro de la société en Ontario

**002230288**

Form 3  
Business  
Corporations  
Act

Formule 3  
Loi sur les  
sociétés par  
actions

## ARTICLES OF AMENDMENT STATUTS DE MODIFICATION

- 1 The name of the corporation is (Set out in BLOCK CAPITAL LETTERS)  
Dénomination sociale actuelle de la société (écrire en LETTRES MAJUSCULES SEULEMENT)

TREBOR BL BUSINESS DEVELOPMENT  
CORP.

- 2 The name of the corporation is changed to (if applicable) (Set out in BLOCK CAPITAL LETTERS)  
Nouvelle dénomination sociale de la société (s'il y a lieu) (écrire en LETTRES MAJUSCULES SEULEMENT)

TREBOR RX CORP.

- 3 Date of incorporation/amalgamation  
Date de la constitution ou de la fusion

2010 01 13

(Year, Month, Day)  
(année, mois, jour)

- 4 Complete only if there is a change in the number of directors or the minimum / maximum number of directors.  
Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimum ou maximal d'administrateurs a changé.

Number of directors is/are  
Nombre d'administrateurs

minimum and maximum number of directors is/are  
nombres minimum et maximum d'administrateurs

Number  
Nombre

minimum and maximum  
minimum et maximum

or  
ou

- 5 The articles of the corporation are amended as follows  
Les statuts de la société sont modifiés de la façon suivante

1. See Schedule "A" attached.



Request ID: 011862444  
Demande n°:  
Transaction ID: 040311140  
Category ID: CT  
Catégorie:

Province of Ontario  
Province de l'Ontario  
Ministry of Government Services  
Ministère des Services gouvernementaux

Date Report Produced: 2010/01/13  
Document produit le:  
Time Report Produced: 08:30:49  
Imprimé à:

## Certificate of Incorporation Certificat de constitution

This is to certify that

Ceci certifie que

**TREBOR BL BUSINESS DEVELOPMENT CORP.**

Ontario Corporation No.

Numéro matricule de la personne morale en  
Ontario

**002230288**

is a corporation incorporated,  
under the laws of the Province of Ontario.

est une société constituée aux termes  
des lois de la province de l'Ontario.

These articles of incorporation  
are effective on

Les présents statuts constitutifs  
entrent en vigueur le

**JANUARY 13 JANVIER, 2010**

Director/Directrice  
Business Corporations Act/Loi sur les sociétés par actions

# TREBOR Corp.

BECAUSE EVERY BREATH COUNTS

July 5, 2022

State Project Development Commission  
#42 Nsawam Road  
P.O. Box 271,  
Adabraka, Accra - Ghana  
Mrs. Mary Ofeh (Secretary)

## LETTER OF INTENT TO SUPPLY

TREBOR RX CORP. has manufacturing capacity as follows:

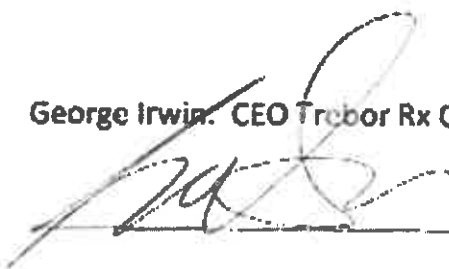
- 1) 120K 4 ply masks per shift a day = 600K 4 ply masks per week using one shift a day.

We have 4 mask machines currently in our facility, and are currently testing a new machine that has a capacity of 10,000 pcs per hour. This will add significant capacity to our plant.

- 2) Pro+ mask - we can produce 50k per day per shift. We currently have 2 machines with a daily production of 25,000 each.

Trebor is able to scale up as demand materializes and to meet order shipping schedules.

George Irwin, CEO Trebor Rx Corp

 Date July 05/2022

**David Swift**

---

**From:** Brenda Elliott <brenda.elliott@treborrx.com>  
**Sent:** July 14, 2022 2:55 PM  
**To:** David Swift  
**Subject:** FW: URGENT varification. SPDC

**Importance:** High

On 2022-07-14, 1:16 PM, "Brenda Elliott" <brenda.elliott@treborrx.com> wrote:

Good Afternoon, it was nice to speak with you on the phone earlier. Unfortunately the call got dropped and I tried to call you back but the call wouldn't go through. Is there a direct line phone number to you?

Once the registration fee is wire transferred tonight, can you please tell me what the time line would be for deposit for the PO? I would like to start our production schedule as soon as possible.

Kind regards,

We look forward to working with you and your team.

Brenda Elliott  
 President  
 TREBOR RX CORP  
 395 Raglan St.  
 Suite 1D,  
 Collingwood, Ontario  
 L9Y 3Z1

+1-705-443-8424 – Main Office  
 +1-416-258-8800 – Mobile

[www.treborrx.com](http://www.treborrx.com) <<http://www.treborrx.com>>

INNOVATION FOR A SAFER WORLD  
 Our Goal "To be a valued, innovative PPE Supplier"  
 Our Mission "To make lives safer by making a difference every day"

On 2022-07-14, 12:43 PM, "STATE PROJECT DEVELOPMENT COMMISSION" <[info@spdc-gh.org](mailto:info@spdc-gh.org)> wrote:

Attention: Managing Director,  
 Trebor Rx Corp.,  
 395 Raglan St, Suite 1D,  
 Collingwood Ontario,  
 Canada L9Y 3Z1.

Dear Brenda Elliott,

We do confirm that Mr. Joe Osei is a consultant agent with SPDC. We ask that you give him all the assistance he request in the final determination of your contract award with us.

It is also my pleasure to submit that we issued the purchase order as extended to you. We do assure you that we are deeply committed in working with your company, upon completion of your registration process.

Thank you for your cooperation.

Your Faithfully,  
Mrs. Mary K. Ofeh  
(Secretary)

--

**OFFICE ADDRESS:**

State Project Development Commission

# 42 Nsawam Road

P. O. Box 271, Adabraka,

Accra - Ghana.

Email: [info@spdc-gh.org](mailto:info@spdc-gh.org)

Website: [www.spdc-gh.org](http://www.spdc-gh.org)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**David Swift**

---

**From:** Brenda Elliott <brenda.elliott@treborrx.com>  
**Sent:** July 14, 2022 2:56 PM  
**To:** David Swift  
**Subject:** FW: SEE THE INVOICE BELOW

**From:** Brenda Elliott <brenda.elliott@treborrx.com>  
**Date:** Tuesday, July 12, 2022 at 7:39 PM  
**To:** Joe Osei <j22osei@gmail.com>  
**Cc:** George Irwin <george.irwin@treborrx.com>, Bob Elliott <bob.elliott1@rogers.com>  
**Subject:** Re: SEE THE INVOICE BELOW

Hi Joe

Our CFO has asked that the PO # and order is referenced on this invoice

You can use the PI we sent you for all the info to reference.

Thank you

Sent from my iPhone

On Jul 12, 2022, at 5:57 PM, Joe Osei <j22osei@gmail.com> wrote:

Hello Brenda Elliott,

Please find below the attached requested invoice for the payment. The PO can only be issued when your registration payment has been submitted to the SPDC office.

Waiting for the transfer scan copy.

Thanks  
Joe

On Tue, Jul 12, 2022 at 8:10 PM Brenda Elliott <brenda.elliott@treborrx.com> wrote:

Good afternoon Mr. Joe

Please send TREBOR an invoice for this processing fee payment , include the full of name of company and a copy of the PO that covers our PI SENT TO YOU earlier

Our CFO needs this invoice and paper work before payment is sent

Look forward to hear from you

Brenda  
TREBOR

Sent from my iPhone

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



# INVOICE

No: 00127

To:..... Trebor Rx Corp.

Address:..... 395 Raglan St, Suite 1D, Collingwood Ontario

No.

Description

Validation Approval

**David Swift**

---

**From:** David Swift  
**Sent:** July 14, 2022 11:27 AM  
**To:** Sanj Mitra  
**Cc:** Jeremy Nemers; David Filice (dfilice@fullerllp.com); Fred Tayar; Lisa S. Corne  
**Subject:** RE: Trebor

Sanj,

Thank you for your email.

Our client will not be in a position to pay the bank by tomorrow. We understand what your position is; however, we do intend to file a further affidavit with the court to provide the information about this purchase order that has been received. I will include your email and attachments in the affidavit as requested.

In terms of the prior dealings with Ghana in March, I am advised that these fell apart due to an inability of our client to confirm the legitimacy of the person they were dealing with. As you will see, those documents were generated from a different person (a gentleman by the name of Idris Abeka Hammad) and a different organization (Africa Tender Projects). Our client was only ever able to communicate with Mr. Hammad by email and was not able to find any phone or website information to confirm anything. Ultimately our client arranged two separate meetings for Mr. Hammad to attend the Canadian Trade Commission so the Commission could confirm legitimacy and assist with signing and Mr. Hammad did not show up for either meeting and no signed documents were ever provided. As such, those discussions fell through.

The new situation is different. These discussions commenced June 21 and are with a different individual who our clients have spoken to on several occasions. In addition, they have now received a signed PO and it is from the State Project Development Commission with the PO signed by Dr. Alfred Asamoah. Here is a link to the website for this organization which lists Mr. Asamoah as Chairman (<https://www.spdc-gh.org/>). As such, it is our position that although both these settings of dealings were purportedly with Ghana, this time the contacts and connections are legitimate.

This information will be set out in the affidavit.

**DAVID SWIFT**

Scott Petrie LLP, Law Firm  
 200-252 Pall Mall Street  
 London, Ontario N6A 5P6  
 Tel: (519) 433-5310 Ext. 245  
 Fax: (519) 433-7909  
 E-mail: [dswift@scottpetrie.com](mailto:dswift@scottpetrie.com)

**CONFIDENTIALITY:** This e-mail message (including attachments, if any) is confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege. If you have received this communication in error, please notify us immediately and delete this. Thank you for your cooperation.  
 This message has not been encrypted.

**From:** Sanj Mitra <[smitra@airdberlis.com](mailto:smitra@airdberlis.com)>  
**Sent:** July 14, 2022 8:13 AM  
**To:** David Swift <[dswift@scottpetrie.com](mailto:dswift@scottpetrie.com)>



**Cc:** Jeremy Nemers <jnemers@airdberlis.com>; David Filice (dfilice@fullerllp.com) <dfilice@fullerllp.com>; Fred Tayar <fred@fredtayar.com>; Lisa S. Corne <LCorne@dickinson-wright.com>; Sanj Mitra <smitra@airdberlis.com>  
**Subject:** RE: Trebor

David, thanks for your email.

Will your client be able to repay the bank tomorrow? Absent the foregoing, it will be the bank's position that the Orders should be granted in accordance with the consents as per the terms of Justice Conway's endorsement.

In terms of the purchase order that you provided, it is strikingly similar to a previous purchase order and contract that was provided by your client to the bank in March 2022. Your client was unable to proceed that contract for reasons not confirmed to the bank.

At this stage our client intends to proceed as per the terms of Justice Conway's endorsement.

If you intend to put your email below before the Court. Please ensure our response with attachments are included.

Thanks

Sanj

**Sanjeev Mitra**  
**Aird & Berlis LLP**

**T** 416.865.3085  
**E** [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

**From:** David Swift <dswift@scottpetrie.com>

**Sent:** July 13, 2022 4:46 PM

**To:** Sanj Mitra <smitra@airdberlis.com>

**Cc:** Jeremy Nemers <jnemers@airdberlis.com>; David Filice (dfilice@fullerllp.com) <dfilice@fullerllp.com>; Fred Tayar <fred@fredtayar.com>; Lisa S. Corne <LCorne@dickinson-wright.com>

**Subject:** Trebor

**CAUTION – EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.**

Sanj,

Please see attached three items of email correspondence between Trebor and the State Project Development Commission in Ghana ("Ghana"). As you can see, these emails include a purchase order received today by Trebor in the amount of \$6.2 million USD. I am advised by our client that they have in stock close to 1 million CAREguard+ masks (this order is for 1.25 million) and they have approximately 50,000 Pro+ masks (this order is for 200,000). As such, our client will be in a position to fulfill a significant portion of this purchase order very quickly and with only a need to hire staff for packing and shipping, not for manufacturing. You will also see that the email of June 23, 2022 contains the payment terms which are "80% Down Payment To Start Production, While 20% will be paid when the Product is ready for shipment".

In addition to this development, I am advised by our client that there have been some recent legal developments that will have a significant impact on the PPE market, including masks. Here is a link to an article from the Government of Canada Gazette relating to the repeal of the Certain Goods Remission Order (<https://gazette.gc.ca/rp-pr/p2/2022/2022-04-27/html/sor-dors78-eng.html>). That Order was implemented early in 2020 when Canada needed PPE and the effect of it was to remove tariffs on foreign PPE to make it more affordable. The repeal of this Order means that tariffs on foreign PPE, including masks, have now been reinstated. This makes Canadian made masks more affordable and more attractive to purchasers.

In addition, I am advised by our client that the reinstatement of these tariffs and the end of the “emergency” declaration means that the present stockpiles of masks and PPE that were purchased by all levels of government without the tariffs, can no longer be used in Canada and therefore will need to be destroyed or exported outside of Canada (see these links - <https://www.cbsa-asfc.gc.ca/publications/dm-md/d8/d8-1-1-eng.html> para. 65 and Appendix B Descriptions at Emergency; [https://laws-lois.justice.gc.ca/en/regulations/C.R.C.\\_c.\\_768/page-1.html](https://laws-lois.justice.gc.ca/en/regulations/C.R.C._c._768/page-1.html)). This means that it is very likely that orders will need to be placed very shortly for new masks and PPE to replace these stockpiles.

We recognize that this is not payment to the Bank and that this matter is returnable Friday for the appointment Order; however, we request that the Bank seriously consider the significance of this purchase order and the amount of funds it will produce on a very short turn around. It is our position that this is a significant enough development for the Bank to postpone the appointment of the Receiver to allow this to move forward.

We look forward to hearing from you and should Mr. Filice on behalf of the Bank wish to clarify this information or obtain further details, please have him contact Mr. Irwin directly.

**DAVID SWIFT**

Scott Petrie LLP, Law Firm

200-252 Pall Mall Street

London, Ontario N6A 5P6

Tel: (519) 433-5310 Ext. 245

Fax: (519) 433-7909

E-mail: [dswift@scottpetrie.com](mailto:dswift@scottpetrie.com)

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This message has not been encrypted.

# Contract Award Certificate

**T**his is to certify that:  
**Africa Tender Projects**

ACCRA GHANA, WEST AFRICA.

**Has This Days 8th Day Of March, 2022**

**Awarded A Contract To Supply Of**  
**850,000 Pcs CAREGuard+ 4Ply Disposable Mask, ASTM Level**  
**3 -Medical Use, 50,000 Pcs Pro+ Respirator- 30-Day Mask &**  
**Filter Set- (1Mask, 60 Filters)-Reusable/Recyclable. Ea. 50,000**  
**Pcs Rapid Covid-19 AG Test Kit, 850,000 Pcs 3Ply Disposable**  
**Mask, ASTM Level 1- Adult**

**Contract Value:**

**USD 1,916,500.00**

**UNDER CONTRACT NO:**

**CG543401G/AUTP/CONGH/2001-23**

**TO**

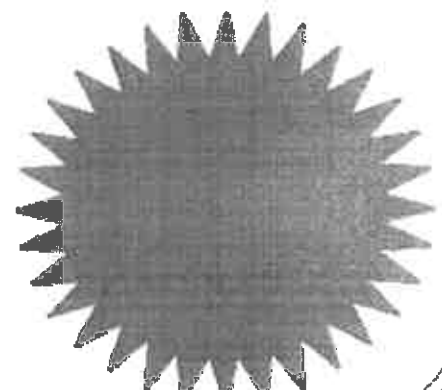
**Trebor Rx Corp**

**395 Raglan St. Suite 1D Collingwood, Ontario Canada**

Africa Tender Projects

Sign:.....

Accra - Ghana



**DRAFT CONTRACT AGREEMENT**

**MADE ON THE 8TH DAY OF MARCH, 2022**



**BETWEEN:**

- The GOVERNMENT OF GHANA (Buyer) and his successor, the AFRICA TENDER PROJECTS GHANA represented by his Excellency, the Honorable Chairman Dr. Dan Thompson. # 21 Eagle Road, Airport Way P.O.BOX 200 Accra- Ghana

**And**

**The Trebor Rx Corp 395 Raglan St. Suite 1D Collingwood, Ontario Canada represented by The President. This Contract Agreement of Contract Number CG543401G/AUTP/CONGH/2001-23 and file**

number RM/AUAAH/0052 confirms that the Buyer, GOVERNMENT OF GHANA assigns its Successor, AFRICA TENDER PROJECTS GHANA as a consignee of the supply of the items from Trebor Rx Corp 395 Raglan St. Suite 1D Collingwood, Ontario Canada This Contract Agreement accepts the firm AFRICA TENDER PROJECTS GHANA as a successor of the Buyer concerning the supply of the items in the Proforma invoice.

**SUBJECT OF THE CONTRACT:**

**ART. 1**

The buyer the AFRICA TENDER PROJECTS GHANA intends to buy the items from Trebor Rx Corp 395 Raglan St. Suite 1D Collingwood, Ontario Canada

Subject of the present contract is buying – selling of the items As Specified in The Proforma Invoice Grand Total Amounts USD1,916,500.00

1.2 The offer on pro-forma invoice sent by the seller to the buyer is an integral part of this contract.

**SUPPLY:**

**Art 2..**

The Trebor Rx Corp 395 Raglan St. Suite 1D Collingwood, Ontario Canada will supply Quantities and prices as in the art. 1 of this Contract to the firm AFRICA TENDER PROJECTS GHANA within 1-2 Years Contract Period from the date of received the Contract Amounts USD1,916,500.00

**2.2 The Buyer AFRICA TENDER PROJECTS GHANA will pay to the seller the amount of the supplied items according to the provisions of this contract.**

**2.3 The buyer the AFRICA TENDER PROJECTS GHANA agrees to take over the items subject of this contract, on arrival Accra Ghana (Tema sea-port) within the free time allowed by the Shipping Company in case the buyer delays delivery of the cargo, the Dumorage as stipulated by the Shipping Company will be to the account of buyers.**

**The Trebor Rx Corp 395 Raglan St. Suite 10 Ontario Canada will arrange the goods transportation From Canada seaport Tema seaport Ghana All Shipping Cost The Buyer AFRICA TENDER PROJECTS GHANA Will Bear All The Cost**

**2.5 The authorized inspection agents of the buyer will be allowed to carry on inspection of the supplied products at the port of loading prior to shipment Cost of inspection will bear by the buyer.**

### **QUANTITIES AND DYNAMICS OF SUPPLY:**

#### **Arts 3**

- Goods transportation will be made by 20ft & 40ft containers depending on the type of product to be delivered or according to the sellers wish.**

**3.2 The seller may suggest the transportation of the product to be made by 20ft & 40ft containers.**

**3.3 Total delivered quantity and amount will be according to the provisions in Art. 1 of this contract agreement.**

- **The delivery of goods will be made in full within Contract Period from the date of receipt of payment in the account of the Seller's Bank account (stated in Art 6 item 2) of the amount in article 1 of this contract in agreed order between the seller and the buyer.**
- **INSURANCE – Buyer to arrange insurance of the entire cargo from warehouse to warehouse basis as per their requirement.**

#### **TYPES, QUALITY AND SPECIFICATIONS:**

##### **Art 4.**

- 4.1 The items described and specified in the pro-forma invoice in Art 1 of this contract is produced with standard quality.**
- 4.2 The seller will issue to the Buyer quality certificates from his factory quality control laboratory for quality testing for the country of origin of the product supplies of this contract.**
- **The products catalogues enclosed by the seller to the buyer represent seller's standard production and shall be used in the future as a point of reference.**

##### **Art 5**

- 5.1 The goods will be packed in the seller's original packing material, with declaration/manuals in English language as a compulsory.**



- 5.2 The name of the buyer's firm, i.e. his successor will not appear on the goods.**
- 5.3 The buyer and successor are obliged to make good storing and way of transporting of the product of this contract from Tema seaport to the final consumers according to the storing conditions proposed by the seller.**

### **PRICE, VALUE AND PAYMENT**

#### **Art 6**

- 6.1 Individual product prices, value for separate quantities of products and total value, will be defined as per the offer in item 2 arts 1 of this contract agreement.**
- 6.2. 100% Payment Of Total contract value USD1,916,500.00 will be paid by the buyer AFRICA TENDER PROJECTS GHANA to the seller Trebor Rx Corp 395 Raglan St. Suite 1D Collingwood, Ontario Canada within maximum of 2-3 days to the bank account number upon contract signing by either parties or their respective representatives.**
- 6.3 The buyer will make the payment through any agency that will be provided by Government of Ghana, which shall be in line with the International Monetary Regulations.**
- 6.4 The seller's obligations for deliveries organization will come into force from the moment of receipt of written payment advice from the seller for the effected payment by the buyer, within the term provided in Art 3, of this contract agreement.**

#### **Art 7**

- This contract enters into force as soon as the authorized person of both parties signs it.

**7.2 Signature number of each party is not limited.**

**7.3 The contract agreement will be signed in the presence of the Chief Justice of the Republic of Ghana and other top officials of the Government of Ghana drawn from officials of the AFRICA TENDER PROJECTS GHANA. The contract comes into force from the date it is signed between legal representatives of both parties.**

### **RESPONSIBILITIES.**

#### **Art 8**

- Each party of the current agreement is responsible for the fulfillment of its own responsibilities. Neither party is entitled to transfer its rights and obligations under the present contract to any third party without the written consent of the other party. All amendments and addenda to the present contract are valid only if there are made in writing and signed by authorized representatives from both parties.

**8.2 The contract agreement will be governed according to the "Convention of UN for contract for "international trade of goods" – 1980, and any dispute arising from it during its execution, will be solved by arbitration, as per arbitration regulations of international chambers of commerce in Paris and (or) London. The decisions of the Arbitration Committee in Paris or London will be obligatory and final for the buyer AFRICA TENDER PROJECTS GHANA and the seller Trebor Rx Corp.**

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## **FORCE MAJEURE**

### **Art 9**

**9.1 The parties are released from responsibility for partial or complete non-fulfillment of their liabilities under the present contract in case of unforeseen circumstances.**

- **These force majored circumstances that arise after concluding the present Agreement is: fire, natural physical disaster, and war, military operations of any character, blockage, and another circumstance over which the Parties have no control.**

**9.3 The Party that cannot perform its obligation, stipulated by the present Agreement, is to notify the other Party within 14 (fourteen) calendar days from the start of such circumstances in written form. The Certificates issued by the respective Office will be sufficient proof of the existence and duration of the above mentioned circumstances.**

**9.4 Failure to notify or untimely notification deprives the Party of the right to refer to any of the above circumstances, as a reason relieving her from liability for non-performance of an obligation.**

**9.5 The time period of performance of obligations under the present Agreement is extended correspondingly for a period during which such circumstances exist.**

## **DURATION OF THE AGREEMENT**

**10.1 The present contract comes into effect from the date of signing by all participants of the agreement.**

## **STATUTORY REQUIREMENT**

### **Art 11**

**This agreement is subject to performance Bond, Stamp Duty, and legalization at the Supreme Court of Ghana or at any court of competent jurisdiction in Ghana.**

## **OTHER TERMS**

**12. This Agreement is prepared in two copies.**

### **END.**

**In Witness whereof the Parties hereto have caused their respective Seals of both Parties to be here into affixed the day and year above written.**

**Signed, sealed and delivered for and on behalf of the aforesaid Client, AFRICA TENDER PROJECTS GHANA by:**

**Name:.....**

**Sign:.....**

**Date:.....**

...

## **AND LEGAL WITNESSES**

**In The Presence of the Attorney General of the Supreme Court of Justice Ghana.**

**Sign:.....**

**Date:.....**

**This agreement is sign in the presence of the seller**

**Full Name:.....**

**Designation:.....**

**Sign:.....**

**Date:.....**

**END.**

# AFRICA TENDER PROJECTS

21 Eagle Road Airport Way  
P.O. BOX 200 Accra- Ghana  
Tel: +233 239 061 255  
Fax: +233 23 434 0022



## Contract Awarding Committee

8th Day Of March 2022

Our Ref **CG543401G/AUTP/CONGH/2001-23**  
Attention The President  
Trebor Rx Corp  
395 Raglan St. Suite 1D  
Collingwood, Ontario Canada

Sir,

### PROFORMA INVOICE APPROVAL

By the Power vested upon me as the Honourable Chairman of the Procurement Division of the AFRICA TENDER PROJECTS GHANA I hereby unequivocally approved the items as expressed in your Proforma Invoice submitted to this commission

We have adequately carried out a thorough study on your products and came to a conclusion that it is indeed in conformity with the required ministerial needs.

Subsequent upon this Proforma Invoice Approval, the Legal Department of this office has processed the Draft Contract Agreement, which shall be signed by both parties before the remittance of the payment into your bank account

The Contract Amount will be transferred to your nominated bank account when all requisites procedures are completed. The Honourable Chairman AFRICA TENDER PROJECTS GHANA do hereby approve your invoice.

**CONGRATULATIONS!!!**

Africa Tender Project

Sign:.....

Accra

**APPROVED**



- 2 -

|                |   |
|----------------|---|
| <b>AND TO:</b> | <b>SCOTT PETRIE LLP</b><br>200-252 Pall Mall Street<br>London, ON N6A 5P6<br><br>David Swift<br>Tel: (519) 433-5310 ext. 245<br>Email: <a href="mailto:dswift@scottpetrie.com">dswift@scottpetrie.com</a><br><br>Lawyers for the Respondents                        |
| <b>AND TO:</b> | <b>THE FULLER LANDAU GROUP INC.</b><br>151 Bloor Street West, 12 <sup>th</sup> Floor<br>Toronto, ON M5S 1S4<br><br>David Filice<br>Tel: (416) 645-6506<br>Email: <a href="mailto:dfilice@fullerllp.com">dfilice@fullerllp.com</a><br><br>Proposed Receiver          |
| <b>AND TO:</b> | <b>RIC (RAGLAN) INC.</b><br>162 Cumberland St. – Suite 300<br>Toronto, ON M5R 3N5<br><br>Attention: Richard Weldon<br><br>Landlord  |
| <b>AND TO:</b> | <b>DICKINSON WRIGHT</b><br>199 Bay Street, Suite 2200<br>Commerce Court<br>Toronto, ON M5L 1G4<br><br>Lisa Corne<br>Tel: (416) 646-4608<br>Email: <a href="mailto:lcorne@dickinsonwrights.com">lcorne@dickinsonwrights.com</a><br><br>Lawyers for RIC (Raglan) Inc. |
| <b>AND TO:</b> | <b>CAMBRIA DESIGN BUILD LTD.</b><br>1250 Journey's End Circle, Unit 1<br>Newmarket, ON L3Y 0B9  |

- 3 -

|                |   |
|----------------|---|
| <b>AND TO:</b> | <b>MARCIANO BECKENSTEIN LLP</b><br>64 Jardin Drive, Unit 4<br>Concord, ON L4K 3P3<br><br>Shael Beckenstein<br>Tel: (905) 760-8773 ext. 223<br>Email: <a href="mailto:sbeckenstein@mblaw.ca">sbeckenstein@mblaw.ca</a><br><br>Lawyers for Cambria Design Build Ltd.  |
| <b>AND TO:</b> | <b>ATTORNEY GENERAL OF CANADA</b><br>Department of Justice Canada<br>Ontario Regional Office, Tax Law Section<br>120 Adelaide Street West, Suite 400<br>Toronto, ON<br><br>Diane Winters<br>Tel: (647) 256-7459<br>Email: <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a><br><br>Rakhee Bhandari<br>Tel: (416) 952-8563<br>Email: <a href="mailto:Rakhee.bhandari@justice.gc.ca">Rakhee.bhandari@justice.gc.ca</a> |
| <b>AND TO:</b> | <b>MINISTRY OF FINANCE (ONTARIO)</b><br>Legal Services Branch<br>6 <sup>th</sup> Floor – 33 King Street West<br>Oshawa, ON L1H 8H5<br><br>Email: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a>   |



**EMAIL ADDRESS LIST**

smitra@airdberlis.com; jnemers@airdberlis.com; klakhani@airdberlis.com; dswift@scottpetrie.com;  
dfilice@fullerlp.com; diane.winters@justice.gc.ca; rakhee.bhandari@justice.gc.ca;  
insolvency.unit@ontario.ca; lcorne@dickinsonwrights.com; sbeckenstein@mblaw.ca;

ROYAL BANK OF CANADA

-and- TREBOR RX CORP., ET AL.

Applicant

Respondents

Court File No. CV-22-00681946-00CL

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

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF BRENDA LOUISE ELLIOTT**

**SCOTT PETRIE LLP**  
200-252 PALL MALL STREET  
LONDON, ON, N6A 5P6

David S. Swift (40107N)  
[dswift@scottpetrie.com](mailto:dswift@scottpetrie.com)  
Tel: (519) 433-5310 ext. 245  
Fax: (519) 433-7909

Lawyers for the Respondents

ROYAL BANK OF CANADA

-and- TREBOR RX CORP., ET AL.

Applicant

Respondents

Court File No. CV-22-00681946-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**THIRD SUPPLEMENTARY RESPONDING APPLICATION  
RECORD OF THE RESPONDENTS**

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