Court File No. _____

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 IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ARALEZ PHARMACEUTICALS INC. AND ARALEZ PHARMACEUTICALS CANADA INC.

Applicants

BRIEF OF LAW OF THE APPLICANTS
(Returnable August 10, 2018)

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TO: THE SERVICE LIST

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PART I - OVERVIEW

1. Aralez Pharmaceuticals Canada Inc. ("**Aralez Canada**") and its wholly owned subsidiary Aralez Pharmaceuticals Inc. ("**API**" collectively with Aralez Canada, the "**Canadian Aralez Entities**" or the "**Applicants**") seek protection from their creditors and certain other ancillary relief pursuant to an order (the "**Initial Order**") made under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

2. The Canadian Aralez Entities are in the business of the development, marketing and sale of speciality pharmaceutical products, with a focus on cardiovascular health and pain management, in Canada, the U.S. and Ireland.

3. The Applicants have not been able to enter into any further amendments or forbearances under their senior secured loan facilities on terms that would result in a long term going concern solution and anticipate that they will be unable to service their debt in the short-term. Despite their efforts, the Applicants have been unable to obtain alternative funding on reasonable terms.

4. The Applicants are insolvent. Without CCAA protection and access to DIP financing (detailed below), the Applicants do not have sufficient cash to meet their obligations as they

come due, and their liabilities exceed the value of their assets. Without the protection of the CCAA, a shut-down of operations is inevitable, which would be extremely detrimental to the CCAA Entities' stakeholders, including employees and customers.

5. The Canadian Aralez Entities require the protection offered by the Initial Order and the CCAA to stabilize their businesses and provide the necessary breathing space to implement a sale of their businesses and property pursuant to a court-supervised sales process.

PART II - THE FACTS

6. The facts underlying this Application are set out in the Affidavit of Andrew Koven sworn in connection with this application (the "**Koven Affidavit**"). All capitalized terms used but not defined herein have the meaning ascribed to them in the Koven Affidavit.

PART III - ISSUES

7. The issues on this application are as follows:

(a) Whether CCAA protection should be granted to the Applicants;

(b) Whether to grant the Administration Charge;

(c) Whether to approve the DIP Facility and grant the DIP Charge;

(d) Whether to approve the D&O Charge; and

(e) Whether to authorize the Applicants to pay certain pre-filing obligations.

PART IV - THE LAW

A. The Applicants Should be Granted Protection Under the CCAA

8. The CCAA applies to a "debtor company" or affiliated debtor companies where the total of claims against the debtor or its affiliates exceeds $5 million. Section 2 of the CCAA defines a "debtor company" as, *inter alia*, a company that is insolvent and defines "company" as, *inter alia*, a company, corporation or legal person incorporated by or under an Act of

Parliament or of the legislature of a province, or company having assets or doing business in Canada, wherever incorporated.

CCAA s. 2(1), "debtor company", "company" and s. 3(1).

9. As described in greater detail in the Koven Affidavit, all of the Applicants are either incorporated in Canada or hold assets in Canada (or both) and each of the Applicants is, therefore, a "company" within the definition of the CCAA. The Applicants are affiliated companies with total claims against them that far exceed $5 million.

Koven Affidavit.

10. Although the CCAA does not define "insolvent," the definition of "insolvent person" under section 2(1) of the BIA is commonly referenced in applications for protection under the CCAA:

> ... "insolvent person" means a person who is not bankrupt and who resides, carries on business or has property in Canada, and whose liability to creditors provable as claims under this Act amount to one thousand dollars, and
>
> (a) who is for any reason unable to meet his obligations as they generally become due,
>
> (b) who has ceased paying his current obligations in the ordinary course of business as they generally become due, or
>
> (c) the aggregate of whose property is not, at a fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all his obligations, due and accruing due.

Stelco Inc. (Re) (2004), 48 C.B.R. (4th) 299 (Ont. S.C.J. [Comm. List]) ["*Stelco*"] at paras. 21-22, Applicants' Book of Authorities ["BOA"].

BIA, s. 2, "insolvent person".

11. In *Stelco*, Justice Farley applied an expanded definition of "insolvent" in the CCAA context to reflect the "rescue" emphasis of the CCAA, modifying (a) of the BIA's definition of "insolvent person" to include a financially troubled corporation that is "reasonably expected

to run out of liquidity within a reasonable proximity of time as compared with the time reasonably required to implement a restructuring".

Stelco at paras 25 and 26, Applicants' BOA.

12. The Applicants are insolvent. They have not been able to enter into any further amendments or forbearances under their senior secured loan facilities on terms that would result in a long term going concern solution and anticipate that they will be unable to service their debt in the short-term. Despite their efforts, the Applicants have been unable to obtain alternative funding on reasonable terms.

13. For these reasons, the Applicants are "debtor companies" to which the CCAA applies.

B. Ontario is the Appropriate Jurisdiction

14. Section 9(1) of the CCAA provides that an application for CCAA protection may be brought where the debtor either has its "head office" or its "chief place of business". If the two places are different, then either the province may properly assume jurisdiction over the CCAA proceeding.

CCAA s. 9(1)

Cash Store Financial Services (Re), 2014 ONSC 2372 at para. 12, Applicants' BOA ["***Cash Store***"].

15. In *Cash Stores,* Regional Senior Justice Morawetz found that he had jurisdiction to hear an initial application where, *inter alia,* the debtor, who operated a cross-Canada business: (i) had its most substantial presence in Ontario; (ii) managed an essential part of its business in Ontario; and (iii) earned roughly 30% of its revenue in Ontario.

Cash Store Financial Services (Re), 2014 ONSC 2372 at paras. 11-12, 27.

16. Both Applicants have their head offices in Mississauga, where their senior management is located and where all key business is transacted. In such a case, the Ontario

Superior Court of Justice may properly assume jurisdiction over the present CCAA application as contemplated by section 9(1) of the CCAA.

Cash Store Financial Services (Re), 2014 ONSC 2372 at para. 12.

Koven Affidavit.

C. The Administration Charge Should be Granted

17. The Applicants seek a charge on the assets, property and undertakings of the Applicants ("**Property**") in the maximum amount of $1 million to secure the fees and disbursements incurred in connection with services rendered to the Applicants before and after the start of the CCAA proceedings by the proposed Monitor and its counsel, the Financial Advisor, the Applicants' counsel, and for 50% of the Monthly Fee (as that term is defined in the Moelis Engagement Letter) of the Investment Banker (the "**Administration Charge**").

Koven Affidavit.

18. The Administration Charge is proposed to rank ahead in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, the "**Encumbrances**").

19. Section 11.52 of the CCAA expressly provides for the jurisdiction to grant the Administration Charge. In *Re Canwest Publishing Inc.*, Justice Pepall considered the following factors in addition to the considerations enumerated in section 11.52:

(a) the size and complexity of the business being restructured;

(b) the proposed role of the beneficiaries of the charge;

(c) whether there is an unwarranted duplication of roles;

(d) whether the quantum of the proposed charge appears to be fair and reasonable;

(e) the position of the secured creditors likely to be affected by the charge; and

(f) the position of the monitor.

CCAA, s. 11.52.

Canwest Publishing Inc. (Re) (2010), 63 C.B.R. (5th) 115 (Ont. S.C.J. [Comm. List]) [*"**Canwest Publishing**"*] at para 54, Applicants' BOA.

20. The appropriate quantum of an administration charge is a question of fact to be assessed in the totality of the circumstances of a case. The following factors support the granting of the Administration Charge in the quantum requested:

(a) The Applicants operate a complex, multi-jurisdictional business;

(b) The beneficiaries of the Administration Charge will provide essential legal and financial advice throughout the CCAA proceedings, without which the Applicants will not be able to successfully navigate the CCAA proceeding;

(c) The beneficiaries of the Administration Charge each provide unique services, and there is no anticipated unwarranted duplication of their roles;

(d) The Administration Charge does not purport to prime any secured party other than Deerfield;

(e) The quantum of the administration charge was determined following careful consultation with the proposed Monitor and discussions with other key financial stakeholders of the Applicants; and

(f) The proposed Monitor supports the Administration Charge on the terms sought herein.

Koven Affidavit.

D. The DIP Facility and the DIP Charge Should be Approved

21. The Applicants require interim financing for working capital and general corporate purposes, post-filing expenses and costs during the pendency of the CCAA. Following a canvass of the market, the DIP Lender, an affiliate of Deerfield, was the only party that agreed to provide debtor-in-possession ("**DIP**") financing.

Koven Affidavit.

22. Accordingly, the Applicants seeks approval of the DIP Facility in the amount of up to US$10 million to be secured by the DIP Charge ranking ahead of all other charges except the Administration Charge.

23. The Canadian DIP Credit Agreement contains mostly standard terms with the exception of the following:

(a) It is an event of default under the Canadian DIP Credit Agreement if there is an occurrence of an "Event of Default" as defined in the U.S. DIP Credit Agreement;

(b) It is an event of default if there is an attempt by any person to invalidate or reduce the pre-filing indebtedness to and security of Deerfield; and

(c) It is an event of default if the CCAA Court fails to permit Deerfield to credit bid their pre-filing debt and security in connection with the purchase of the CCAA Parties' assets.

24. Section 11.2 of the CCAA provides the Court with the express jurisdiction to approve the DIP Facility and to grant the DIP Charge. Sub-section 11.2(4) sets out the factors to be considered by the Court in deciding whether to grant a DIP charge pursuant to section 11.2(2).

Factors to be considered

(4) In deciding whether to make an order, the court is to consider, among other things,

(a) the period during which the company is expected to be subject to proceedings under this Act;

(b) how the company's business and financial affairs are to be managed during the proceedings;

(c) whether the company's management has the confidence of its major creditors;

(d) whether the loan would enhance the prospects of a viable compromise or arrangement being made in respect of the company;

(e) the nature and value of the company's property;

(f) whether any creditor would be materially prejudiced as a result of the security or charge; and

(g) the monitor's report referred to in paragraph 23(1)(b), if any.

CCAA, s. 11.2(4).

Re Toys "R" Us (Canada) Ltd., 2017 ONSC 5571.

25. In *Canwest Global*, Justice Pepall stressed the importance of meeting the criteria set out in s. 11.2(1), namely:

(a) whether notice has been given to secured creditors likely to be affected by the security or charge;

(b) whether the amount to be granted under the DIP Facility is appropriate and required having regard to the debtors' cash-flow statement; and

(c) whether the DIP Charge secures an obligation that existed before the Order was made.

Canwest Global Communications Corp, Re, 2009 CarswellOnt 6184 (S.C.J.) at paras. 32-34, Applicants' BOA.

26. In the present matter, and in accordance with the foregoing principle, the following factors support approving the DIP and granting the DIP Charge:

(a) The only secured creditor being primed by the DIP Charge is Deerfield;

(b) The Applicants expect to continue daily operations throughout the CCAA in anticipation of entering into a plan of arrangement or compromise with its creditors;

(c) The Applicants urgently require the interim financing under the DIP Facility to continue to operate as a going concern. Without the interim financing available under the DIP Facility, the Applicants would be forced to immediately cease operations, which would be extremely detrimental to maximizing stakeholder returns;

(d) Based on the Applicants' cash-flow forecasts, the DIP Facility is sufficient to allow continued operations during the pendency of the CCAA and the maximum amount of the DIP Facility is commensurate with the given the anticipated cash requirements;

(e) The ability to borrow funds under the DIP Facility is crucial to retaining the confidence of the Applicants' stakeholders by clearly evidencing it has the means to satisfy its obligations in the ordinary course, thereby conveying a clear message regarding the stability of operations during the pendency of the CCAA proceeding;

(f) The management of the Applicants' businesses throughout the CCAA process will be overseen by the Monitor, who will supervise spending under the DIP Facility;

(g) The DIP Facility is being advanced by an affiliate of Deerfield, who is intimately familiar with the Applicants' business and operations, thereby substantially reducing the administrative costs that would otherwise arise in connection with the DIP Facility;

(h) The proposed Monitor is supportive of obtaining DIP Financing; and

(i) The DIP Charge does not secure an obligation that existed before the granting of the Initial Order; however, it does create an event of default if there is a challenge to Deerfield's security that existed before the granting of the Initial Order.

Koven Affidavit.

E. The Director and Officer ("D&O") Charge Should be Granted

27. The Applicants seek a charge over the Property in favour of the Applicants' former and current directors in the amount of $1 million (the "**Directors' Charge**") in order to protect their directors and officers from the risk of significant personal exposure. The D&O Charge is proposed to rank immediately behind the Administration Charge and DIP Charge.

Koven Affidavit.

28. The CCAA has codified the jurisdiction to order and approve the D&O Charge on a super-priority basis in section 11.51.

CCAA, s. 11.51.

29. In *Canwest Global Communications Corp. (Re)*, Justice Pepall applied s. 11.51 at the debtor company's request for a directors' and officers' charge, noting that the Court must be satisfied that the amount of the charge is appropriate in light of obligations and liabilities that may be incurred after the commencement of proceedings. In approving the request, Justice Pepall stated:

> The purpose of such a charge is to keep the directors and officers in place during the restructuring by providing them with protections against liabilities they could incur during the restructuring: *Re General Publishing Co.* [(2003), 39 C.B.R. (4th) 216)]. Retaining the current directors and officers of the applicants would avoid destabilization and would assist in the restructuring.
>
> *Canwest Global Communications Corp. (Re)* (2009), 59 C.B.R. (5th) 72 (S.C.J. [Comm. List]) [*"Canwest Global"*] at para 48, Applicants' BOA.

30. The Applicants require the continued involvement of their directors and officers in order to finalize the restructuring process already in progress. The directors and officers of the Applicants have indicated that, due to the significant personal exposure associated with the aforementioned liabilities, they will resign from their positions with the Applicants unless the Initial Order grants the sought after Directors' Charge.

Koven Affidavit.

31. The Directors' Charge will allow the Applicants to continue to benefit from the expertise and knowledge of their directors and officers. The quantum of the requested Directors' Charge is reasonable given the complexity of Applicants and the potential exposure of its directors and officers to personal liability.

Koven Affidavit.

F. The Canadian Aralez Entities Should Be Authorized to Pay Certain Pre-Filing Amounts

42. The Canadian Aralez Entities' operations depend on the ability to procure drug products and sell drug products in the market on a timely and continuous basis. Continued supply of goods during the CCAA proceedings is vital to Canadian Aralez Entities' efforts to preserve and to ensure an uninterrupted supply chain during their CCAA proceedings. The Canadian Aralez Entities are seeking authorization to pay pre-filing amounts owing to the following parties, so long as these payments are approved in advance by the Monitor or by further Order of the Court.

Koven Affidavit.

43. The jurisdiction to permit the discretionary payment of pre-filing arrears to persons whose services are critical to a debtor's operations is well-settled. Both prior to and after the enactment of critical supplier provisions in the CCAA, CCAA courts have approved such relief where appropriate.

Canwest Global, at paras. 41-43, Applicants BOA.

Canwest Publishing Inc., 2010 ONSC 222 ["***Canwest Publishing***"], at paras. 41 and 43, Applicants BOA.

Cinram, at para. 68, Applicants BOA.

44. Courts have frequently exercised the jurisdiction to authorize a debtor to satisfy pre-filing obligations. The factors courts consider in granting this relief includes:

(a) whether the goods and services are integral to the debtor's business;

(b) whether the debtor depends on the uninterrupted supply of such goods or services;

(c) whether such payment could be made without the Monitor's consent;

(d) the Monitor's support and willingness to work with the debtor to minimize the payments to suppliers for pre-filing obligations;

(e) whether the debtor had sufficient inventory of the goods on hand to meet its needs; and

(f) the effect on the debtor's ongoing operations and ability to restructure if they were unable to make pre-filing payments for which authorization is sought.

Cinram, at para. 68, Applicants BOA.
Canwest Global, at paras. 41 and 43, Applicants BOA.
Priszm Income Fund, 2011 ONSC 2061 at paras. 29-34; Applicants BOA.

45. Courts have also granted relief where the imposition of a critical supplier charge on a supplier would be time and cost intensive to enforce.

Canwest Publishing, at paras. 41 and 43, Applicants BOA.

46. While the initial order proposed in these CCAA Proceedings prevents counterparties from terminating their supply arrangements, uninterrupted supply of drug products is critical to ongoing operations and, by extension, the preservation of value of the business. Certain of these licensors, manufacturers and others are not located in Canada and have little if any business in Canada. Certain manufacturers are the only entities manufacturing the particular drug product. A party engaging in self-help, even for a short period of time, would disrupt the business during a crucial period.

47. It is the opinion of management of the CCAA Entities that, without payment of the pre-filing amounts owing to these parties, the regulatory agencies, licensors and vendors may interrupt the CCAA Entities' ability to procure and sell drug products in the market,

leading to a significant disruption in the Applicants' business during the first critical weeks of the CCAA proceedings and cause value dissipation.

Koven Affidavit.

48. The Canadian Aralez Entities depend on the customer programs to maintain critical customer relationships. In *Cinram*, payments of pre-filing arrears were authorized to permit the applicants to comply with their customer programs and to ensure that they were able to maintain their customer relationships. The principle applies in this case with equal force.

Cinram, at paras 23-24, 66 and 70, Applicants BOA.

49. In the circumstances, it is appropriate for the Court to exercise its discretion and authorize the Canadian Aralez Entities to pay certain amounts incurred pre-filing. The proposed Monitor supports the relief.

Koven Affidavit.

PART V - ORDER SOUGHT

50. For all of the foregoing reasons, the Applicants request an Order substantially in the form of the draft Initial Order attached to the Application Record.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 9th day of August, 2018.

Stikeman Elliott LLP
Lawyers for the Plaintiff

SCHEDULE "A"

LIST OF AUTHORITIES

1. *Stelco Inc. (Re)* (2004), 48 C.B.R. (4th) 299 (Ont. S.C.J.) [Comm. List]).
2. *Re Toys "R" Us (Canada) Ltd.*, 2017 ONSC 5571.
3. *Priszm Income Fund (Re)*, 2011 ONSC 2061.
4. *Canwest Global Communications Corp. (Re)*, 2009 CarswellOnt 6184 (S.C.J.).
5. *Canwest Publishing Inc. (Re)* (2010), 63 C.B.R. (5th) 115 (Ont. S.C.J. [Comm. List]).
6. *Cinram International Inc. (Re)*, 2012 ONSC 3767 (Comm. List.).
7. *Cash Store Financial Services (Re)*, 2014 ONSC 2372.

SCHEDULE "B"

RELEVANT STATUTES

Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3

2. Definitions

In this Act,

...

"**insolvent person**" means a person who is not bankrupt and who resides, carries on business or has property in Canada, whose liabilities to creditors provable as claims under this Act amount to one thousand dollars, and

(a) who is for any reason unable to meet his obligations as they generally become due,

(b) who has ceased paying his current obligations in the ordinary course of business as they generally become due, or

(c) the aggregate of whose property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all his obligations, due and accruing due;

Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36

2. Definitions

In this Act,

[...]

"**company**" means any company, corporation or legal person incorporated by or under an Act of Parliament or of the legislature of a province, any incorporated company having assets or doing business in Canada, wherever incorporated, and any income trust, but does not include banks, authorized foreign banks within the meaning of section 2 of the *Bank Act*, railway or telegraph companies, insurance companies and companies to which the *Trust and Loan Companies Act* applies;

[...]

"**debtor company**" means any company that

(a) is bankrupt or insolvent,

(b) has committed an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* or is deemed insolvent within the meaning of the *Winding-up and*

Restructuring Act, whether or not proceedings in respect of the company have been taken under either of those Acts,

(c) has made an authorized assignment or against which a bankruptcy order has been made under the *Bankruptcy and Insolvency Act*, or

(d) is in the course of being wound up under the *Winding-up and Restructuring Act* because the company is insolvent;

[...]

3(1). Application

(1) This Act applies in respect of a debtor company or affiliated debtor companies if the total of claims against the debtor company or affiliated debtor companies, determined in accordance with section 20, is more than $5,000,000 or any other amount that is prescribed.

[...]

11. General power of court

Despite anything in the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act*, if an application is made under this Act in respect of a debtor company, the court, on the application of any person interested in the matter, may, subject to the restrictions set out in this Act, on notice to any other person or without notice as it may see fit, make any order that it considers appropriate in the circumstances.

[...]

11.02. Stays, etc. — initial application

(1) A court may, on an initial application in respect of a debtor company, make an order on any terms that it may impose, effective for the period that the court considers necessary, which period may not be more than 30 days,

(a) staying, until otherwise ordered by the court, all proceedings taken or that might be taken in respect of the company under the Bankruptcy and Insolvency Act or the Winding-up and Restructuring Act;

(b) restraining, until otherwise ordered by the court, further proceedings in any action, suit or proceeding against the company; and

(c) prohibiting, until otherwise ordered by the court, the commencement of any action, suit or proceeding against the company.

Stays, etc. — other than initial application

(2) A court may, on an application in respect of a debtor company other than an initial application, make an order, on any terms that it may impose,

(a) staying, until otherwise ordered by the court, for any period that the court considers necessary, all proceedings taken or that might be taken in respect of the company under an Act referred to in paragraph (1)(a);

(b) restraining, until otherwise ordered by the court, further proceedings in any action, suit or proceeding against the company; and

(c) prohibiting, until otherwise ordered by the court, the commencement of any action, suit or proceeding against the company.

Burden of proof on application

(3) The court shall not make the order unless

(a) the applicant satisfies the court that circumstances exist that make the order appropriate; and

(b) in the case of an order under subsection (2), the applicant also satisfies the court that the applicant has acted, and is acting, in good faith and with due diligence.

Restriction

(4) Orders doing anything referred to in subsection (1) or (2) may only be made under this section.

11.2 Interim financing

(1) On application by a debtor company and on notice to the secured creditors who are likely to be affected by the security or charge, a court may make an order declaring that all or part of the company's property is subject to a security or charge – in an amount that the court considers appropriate – in favour of a person specified in the order who agrees to lend to the company an amount approved by the court as being required by the company, having regard to its cash-flow statement. The security or charge may not secure an obligation that exists before the order is made.

Priority – secured creditors

(2) The court may order that the security or charge rank in priority over the claim of any secured creditor of the company.

Priority – other orders

(3) The court may order that the security or charge rank in priority over any security or charge arising from a previous order made under subsection (1) only with the consent of the person in whose favour the previous order was made.

Factors to be considered

(4) In deciding whether to make an order, the court is to consider, among other things,

(a) the period during which the company is expected to be subject to proceedings under this Act;

(b) how the company's business and financial affairs are to be managed during the proceedings;

(c) whether the company's management has the confidence of its major creditors;

(d) whether the loan would enhance the prospects of a viable compromise or arrangement being made in respect of the company;

(e) the nature and value of the company's property;

(f) whether any creditor would be materially prejudiced as a result of the security or charge; and

(g) the monitor's report referred to in paragraph 23(1)(b), if any.

11.52 Court may order security or charge to cover certain costs

(1) On notice to the secured creditors who are likely to be affected by the security or charge, the court may make an order declaring that all or part of the property of a debtor company is subject to a security or charge — in an amount that the court considers appropriate — in respect of the fees and expenses of

(a) the monitor, including the fees and expenses of any financial, legal or other experts engaged by the monitor in the performance of the monitor's duties;

(b) any financial, legal or other experts engaged by the company for the purpose of proceedings under this Act; and

(c) any financial, legal or other experts engaged by any other interested person if the court is satisfied that the security or charge is necessary for their effective participation in proceedings under this Act.

Priority

(2) The court may order that the security or charge rank in priority over the claim of any secured creditor of the company.

[...]

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

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COMMERCIAL LIST

Proceeding commenced at Toronto

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(RETURNABLE AUGUST 10, 2018)

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