

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**1951584 ONTARIO INC. (formerly DESANTE FINANCIAL SERVICES INC.) and  
CWB MAXIUM FINANCIAL INC.**

Applicants

- and -

**BLESS HUI PHARMA INC., JM WESTVIEW PHARMA INC., MAPLE MEDI PHARMA  
INC., RIVER HILL PHARMACY LTD., SJ EAST PHARMA INC., ST. MARY  
THEOTOKOS PHARMA INC., STONEY CREEK PHARMA INC., TORONTO  
APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC. and OLDE  
WALKERVILLE HOLDINGS INC.**

Respondents

**REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS THE RECEIVER OF  
JM WESTVIEW PHARMA INC., SJ EAST PHARMA INC., BLESS HUI PHARMA INC.,  
MAPLE MEDI PHARMA INC., RIVER HILL PHARMACY LTD., ST. MARY  
THEOTOKOS PHARMA INC., STONEY CREEK PHARMA INC., TORONTO  
APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC. and OLDE  
WALKERVILLE HOLDINGS INC.**

February 1, 2021

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## **I. APPOINTMENT AND BACKGROUND**

1. This first report (this “**First Report**”) is filed by msi Spergel inc. (“**Spergel**”) in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of:
  - a) JM Westview Pharma Inc. (“**JM Westview**”);
  - b) SJ East Pharma Inc. (“**SJ East**”);
  - c) Bless Hui Pharma Inc. (“**Bless Hui**”);
  - d) Maple Medi Pharma Inc. (“**Maple Medi**”);
  - e) River Hill Pharmacy Ltd. (“**River Hill**”);
  - f) St. Mary Theotokos Pharma Inc. (“**Theotokos**”);
  - g) Stoney Creek Pharma Inc. (“**Stoney Creek**”);
  - h) Toronto Apothecary Pharma Inc. (“**Toronto Apothecary**”);
  - i) Westway Holdings Inc. (“**Westway Holdings**”); and
  - j) Olde Walkerville Holdings Inc. (“**Olde Walkerville**”, collectively the “**Debtors**”).
2. JM Westview was a Canadian owned private corporation carrying on business as the Mill Street Pharmacy (the “**Mill Street Pharmacy**”) from the leased premises located at 15 Mill Street East, Tilbury, ON (the “**Mill Street Premises**”). The Receiver understands that the landlord of the Mill Street Premises is 1670016 Ontario Inc. (the “**Mill Street Landlord**”).
3. SJ East was a Canadian owned private corporation carrying on business as Brighton Global Health Pharmacy (the “**Brighton Pharmacy**”) from the leased premises located at 12 Elizabeth Street, Brighton ON (the “**Elizabeth Street Premises**”). The Receiver understands that the landlord of the Brighton Premises is Ming Hao (the “**Elizabeth Street Landlord**”).
4. Spergel was appointed as the Receiver of all of the assets, undertakings and properties of the Debtors (collectively, the “**Property**”) by the Orders of the Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice

(Commercial List) (the “**Court**”), in the case of Bless Hui, Maple Medi, River Hill, Theotokos, Stoney Creek, Toronto Apothecary, Westway Holdings and Olde Walkerville made November 25, 2020 and in the case of JM Westview and SJ East made January 26, 2020 (collectively, the “**Receivership Order**”). A copy of the Receivership Order is attached to this First Report as **Appendix “1”**.

5. The Receiver filed a report in its capacity as the Proposed Receiver on January 25, 2021 (the “**Proposed Receiver’s Report**”) reporting its findings with respect to JM Westview and SJ East. Capitalized terms not defined herein shall have the same meaning ascribed to such terms in the Proposed Receiver’s Report. A copy of the Proposed Receiver’s Report (without appendices) is attached to this First Report as **Appendix “2”**.
6. Prior to its appointment as the Receiver, Spergel was appointed as consultant to CWB Maxium Financial Inc. (“**CWB**”) with respect to the Debtors.

## **II. PURPOSE OF THIS FIRST REPORT AND DISCLAIMER**

7. The purpose of this First Report is to advise the Court of the Receiver’s findings with respect to JM Westview and SJ East. This First Report should be read in conjunction with the Proposed Receiver’ Report.
8. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report for any other purpose.
9. In preparing this First Report, the Receiver has relied upon certain information provided to it by the Debtors and or its principals. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information.
10. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

### III. JM WESTVIEW PHARMA INC.

11. As indicated above, prior to its appointment as Receiver, Spergel was engaged as consultant to CWB with respect to, amongst others JM Westview pursuant to an engagement letter dated August 14, 2020. During the course of the consulting engagement Spergel was provided with certain information by John Gerges (“**Gerges**”) with respect to JM Westview which is discussed in greater detail below.
12. On August 15, 2020 Gerges sent Spergel an email (the “**August 15<sup>th</sup> Email**”) attaching a word document containing a summary of action items for each of the pharmacies including JM Westview. A copy the August 15<sup>th</sup> Email along with the attachment is attached to this First Report as **Appendix “3”**. The summary document states, amongst other things,

*“Mill Street Pharmacy (Tilbury)*

- a. *Our Lease has expired and the Landlord has not been agreeable to grant us an extension.*
- b. *We have been month to month for a while now.*
- c. *To avoid this instability, I acquired a building across the street (2 Dufferin St.) It was a car shop, we have converted it into a professional clinic and pharmacy.*
- d. *Earlier this year, we also lost Telus*
- e. *Purchaser planning to move to the building across the street and run his own pharmacy and control the building also. Purchaser would be Samir Shenoda.”*

13. The Receiver notes that in the August 15<sup>th</sup> email Gerges advised that he acquired the property located at 2 Dufferin Street, Tilbury ON (the “**Dufferin Premises**”) in order to move the Mill Street Pharmacy to that building and subsequently sell the Mill Street Pharmacy Samir. The Receiver notes that the Sigma Pharmacy (owned and operated by Samir) operates from the Dufferin Premises.
14. On August 28<sup>th</sup>, 2020 Gerges sent Spergel an email (the “**August 28<sup>th</sup> Email**”) attaching an appraisal of the Dufferin Premises and stating:

*“....I hope all is well. Please find appraisal also attached for tilbury as we discussed earlier. This is for Jm Westview pharma (tilbury) where the doctor is not giving us a new lease. As discussed, it is our intention to sell the building and business to Samir, he will then have full control. The other benefit would be a new telus number (Fresh address and Fresh ownership - which is awesome for everyone).*

*The combination of pharmacy and building would produce around \$1,700,000. Subtract the debt with cwb, leaves around \$1.1m. This would go towards the large hit at Olde walkerville. The rest would go on City Centre Pharma as discussed..”*

A copy of the August 28<sup>th</sup> Email is attached to this First Report as **Appendix “4”**.

15. On October 27<sup>th</sup>, 2020 Gerges sent Spergel an email (the “**October 27<sup>th</sup> Email**”) providing a summary of deals he is working on and in the case of JM Westview stated:

*“JM westview: Samir had proposed purchasing the files and moving to obtain new Telus number”*

A copy of the October 27<sup>th</sup> Email is attached to this First Report as **Appendix “5”**.

16. Given the above and the opening of the Sigma Pharmacy by Samir, the Receiver conducted a title search of the Dufferin Premises. The title search indicated that the owner of the Dufferin Premises is JG Tilbury Inc. (“**JG Tilbury**”). A corporate profile search of JG Tilbury indicates that Diep Nguyen was appointed director and officer of JG Tilbury on July 29, 2020. A point in time search of JG Tilbury indicates that Gerges was the director and officer of JG Tilbury from September 6, 2018 to July 29, 2020. Copies of the title search, corporate profile search and point in time search of JG Tilbury are attached to this First Report as **Appendix “6”**.

17. On January 26, 2021, the Receiver sent a letter (the “**Gerges January 26<sup>th</sup> Letter**”) to Gerges asking him to provide books and records of JM Westview including the computer containing the drug dispensing software and asked him to advise of the following:

- a) When did the Mill Street Pharmacy close?
- b) What happened to the inventory of drugs on hand at the time of closing?
- c) What happened to the patient list / script count available to the Mill Street Pharmacy at the time of closing?

With the exception of providing the contact information of the Mill Street Landlord, Gerges is yet to provide remainder of the information requested in the Gerges January 26<sup>th</sup> Letter. A copy of the Gerges January 26<sup>th</sup> Letter is attached to this First Report as **Appendix “7”**.

18. On January 26, 2021, the Receiver participated in a telephone conversation with Imelda (the designated manager / pharmacist of the Mill Street Pharmacy). Imelda advised that her last day at the Mill Street Pharmacy was January 15, 2021 and up until that day the Mill Street Pharmacy was fully stocked and operational. Imelda advised the Receiver that she does not have any direct knowledge about moving of the drug inventory and the patient list of the Mill Street Pharmacy to the Sigma Pharmacy.
19. In addition, on January 29, 2021 the Receiver sent an email to the Mill Street Landlord asking for information with respect to JM Westview vacating the Mill Street Premises and the content left inside the Mill Street Premises. On February 1, 2021, the Receiver received an email from the Mill Street Landlord advising that:
  - a) there is nothing left inside the Mill Street Premises including no books and records and computers;
  - b) the Mill Street Premises lease expired 2 years ago and the Mill Street Pharmacy was operating on month to month basis. The Mill Street Pharmacy required one month notice to vacate. In early December a letter was sent to the Mill Street Pharmacy asking to vacate the Mill Street Premises by January 31, 2021;
  - c) the Mill Street Pharmacy vacated the Mill Street Premises on or around January 15<sup>th</sup>, 2021 without notice; and
  - d) the December rent cheque did not clear.

Copies of the email exchanges with the Mill Street Landlord are attached to this First Report as **Appendix “8”**.

20. On February 1, 2021, the Receiver received an email from McKesson (the **“McKesson Email”**) providing a statement of account related to the Mill Street Pharmacy and the Brighton Pharmacy. The statement of account related to the Mill Street Pharmacy indicated an outstanding balance to McKesson of \$102,995.31. McKesson advised that the last shipment to the Mill Street Pharmacy was sent in December 2020. A copy of the McKesson Email along with the statement of accounts are attached to this First Report as **Appendix “9”**.



#### IV. SJ EAST PHARMA INC.

21. As indicated in this First report, prior to its appointment as Receiver, Spergel was engaged as consultant to CWB with respect to, amongst others, SJ East pursuant to an engagement letter dated September 3, 2020. During the course of the consulting engagement Spergel was provided with certain information by Gerges with respect to SJ East which is discussed in greater detail below.
22. In the August 15<sup>th</sup> Email containing the word document with the summary of action items for each of the pharmacies including SJ East, Gerges stated,
- “Brighton Pharmacy
- a. Purchased this store with Diep Nguyen June 2017
  - b. The only issue we got the telus notice In March, since this is a big store it was a large loss for us.
  - c. Purchaser has negotiated to purchase a building across the street, this is additional to the construction costs as well.”
23. In the October 27<sup>th</sup> Email, Gerges in respect of SJ East stated:
- “Brighton: Anoop had proposed [to] purchase and moving to obtain new Telus number. Anoop trying to obtain alternative financing.”*
24. Given the above and the opening of the New Brighton Pharmacy by Anoop, the Receiver conducted a Geo Warehouse search of the New Brighton Pharmacy Premises. The Geo Warehouse indicated that the owner of the New Brighton Pharmacy Premises is 19 Elizabeth Street Inc. (“**19 Elizabeth**”) and that 19 Elizabeth purchased the New Brighton Pharmacy Premises on August 24, 2020. A corporate profile search of 19 Elizabeth indicates that Anoop Gupta is the director and officer of 19 Elizabeth. Copies of the Geo Warehouse search and corporate profile search of 19 Elizabeth are attached to this First Report as **Appendix “10”**.
25. On January 28, 2021, the Receiver sent a letter to Anoop asking him to advise, amongst other things, of the following:
- a) When did the Mill Street Pharmacy close?
  - b) What happened to the inventory of drugs on hand at the time of closing?
  - c) What happened to the patient list / script count available to the Mill Street Pharmacy at the time of closing?

On January 30, 2021, the Receiver received a letter from counsel for Anoop advising that Anoop resigned from his employment with the Brighton Pharmacy in September 2020 and never had access to financial or other confidential information related to the Brighton Pharmacy. Copies of the Receiver's letter to Anoop and the letter from counsel for Anoop to the Receiver are attached to this First Report as **Appendix "11"**.

26. The Receiver contacted the OCP to request information with respect to the designated manager of the Brighton Pharmacy and was advised by OCP that Anoop was the designated manager of the Brighton Pharmacy from July 24, 2017 to September 18, 2020 and Diep was the designated manager from September 21, 2020 to November 25, 2020. A copy of the email from OCP in this respect is attached to this First Report as **Appendix "12"**.
27. On January 26, 2021, the Receiver sent a letter (the "**Diep January 26<sup>th</sup> Letter**") to Diep Nguyen ("**Diep**"), the owner of the Brighton Pharmacy, with a copy to Gerges asking him to provide books and records of SJ East including the computer containing the drug dispensing software and asked him to advise of the following:
  - a) When did the Brighton Pharmacy close?
  - b) What happened to the inventory of drugs on hand at the time of closing?
  - c) What happened to the patient list / script count available to the Brighton Pharmacy at the time of closing?

A copy of the Diep January 26<sup>th</sup> Letter is attached to this First Report as **Appendix "13"**.

28. Gerges provided the contact information of the Elizabeth Street Landlord. On January 29, 2021 Diep sent an email to the Receiver advising that he does not have the key to the Elizabeth Street Premises however he is willing to arrange for a locksmith to gain access. On the same day the Receiver sent an email to Diep asking him to confirm if he is still in possession of the Elizabeth Street Premises and asked him to provide an answer to the questions outlined in paragraph 25 above on an expedited basis. As at the date of this First Report, the Receiver is

yet to receive the information requested in the Diep January 26<sup>th</sup> Letter. Copies of the email exchanges with Diep is attached to this First Report as **Appendix “14”**.

29. In addition, on January 29, 2021 the Receiver received an email from the counsel for the Elizabeth Street Landlord advising that:

- a) the Brighton Pharmacy vacated the Elizabeth Street Premises in or around mid-November 2020;
- b) the Brighton Pharmacy did not provide any prior notice to the Elizabeth Street Landlord of its intention to vacate and that the Elizabeth Street Landlord found out after the premises was already vacated; and
- c) the Elizabeth Street Landlord will provide access to the premises to the Receiver after taking possession of same on February 1, 2021.

A copy of the email from the counsel for the Elizabeth Street Landlord is attached to this First Report as **Appendix “15”**.

30. The McKesson Email containing a statement of account related to the Brighton Pharmacy indicated a minimal outstanding balance to McKesson. McKesson advised that the last shipment to the Brighton Pharmacy was sent in November 2020.

Dated at Toronto this 1<sup>st</sup> day of February, 2021.

**msi Spergel inc.**

in its capacity as the Court-appointed Receiver  
of the Debtors and not in its personal or  
corporate capacity

Per:



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Mukul Manchanda, CPA, CIRP, LIT  
Partner

# **APPENDIX 1**

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

THE HONOURABLE MR. ) TUESDAY, THE  
JUSTICE CAVANAGH ) 26<sup>th</sup> DAY OF JANUARY, 2021

BETWEEN

1951584 ONTARIO INC. (formerly DESANTE FINANCIAL SERVICES INC.) and CWB  
MAXIUM FINANCIAL INC.

Applicants

-and-

4231 SHEPPARD AVENUE EAST INC., ABU SEIFEIN BRIMLEY PHARMA INC., BLESS  
HUI PHARMA INC., BLESS JIMMY’S PHARMA INC., BLESS PHARMA INC., JG  
WINDSOR INC., JIMMY’S GROUP INVESTORS INC., JM WESTVIEW PHARMA INC.,  
JUBILEE PROPERTY INVESTMENTS INC., MAPLE MEDI PHARMA INC., RIVER HILL  
PHARMACY LTD., S&J PROPERTY INVESTORS INC., SJ EAST PHARMA INC., ST.  
MARY COOKSVILLE PHARMA INC., ST. MARY THEOTOKOS PHARMA INC., STONEY  
CREEK PHARMA INC., TORONTO APOTHECARY PHARMA INC., TORONTO SURREY  
PHARMA INC., WESTWAY HOLDINGS INC. AND OLDE WALKERVILLE HOLDINGS  
INC.

Respondents

**AMENDED AND RESTATED RECEIVERSHIP ORDER**  
**(appointing Receiver)**

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

businesses carried on by the Respondents, was heard this day by ZOOM video conference due to the COVID-19 pandemic.

ON READING the Order of this Court dated November 25, 2020, among other things, appointing Spergel as Receiver of the Debtors (as defined below) (the “**Receivership Order**”), the Amended and Restated Receivership Order dated December 7, 2020 amending and restating the Receivership Order (the “**Amended Receivership Order**”), the Order of this Court dated January 8, 2021, among other things, authorizing the issuance of this Amended and Restated Receivership Order, the Affidavit of Edward Hopkinson sworn October 30, 2020, Supplemental Affidavit of Edward Hopkinson sworn November 24, 2020 and on being advised that the Debtors (as defined below) consent to this Order, and on hearing the submissions of counsel for the Applicants and the Debtors and the other Counsel listed on the Counsel Slip, no one else appearing although duly served according to the Affidavit of Service of Asim Iqbal sworn November 24, 2020;

## **INTERPRETATION**

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

- (a) November 25, 2020, with respect to Bless Hui Pharma Inc., Maple Medi Pharma Inc., River Hill Pharmacy Ltd., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Westway Holdings Inc., and Olde Walkerville Holdings Inc.; and
- (b) January 26, 2021, with respect to JM Westview Pharma Inc. and SJ East Pharma Inc.

## **SERVICE**

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

## **APPOINTMENT**

3. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of each of the Respondents, being Bless Hui Pharma Inc., JM Westview Pharma Inc., Maple Medi Pharma Inc., River Hill Pharmacy Ltd., SJ East Pharma Inc., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Westway Holdings Inc., and Olde Walkerville Holdings Inc. (together, the “**Debtors**”) acquired for, or used in relation to a business carried on by each of the Debtors, including all proceeds thereof (collectively, the “**Property**”).

### **RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors (or any one of them), including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors (or any one of them);
- (d) to engage pharmacists, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the

Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors (or any one of them) or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors (or any one of them) and to exercise all remedies of the Debtors (or any one of them) in collecting such monies, including, without limitation, to enforce any security held by the Debtors (or any one of them);
- (g) to settle, extend or compromise any indebtedness owing to the Debtors (or any one of them);
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors (or any one of them), for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors (or any one of them), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,



- (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to summarily dispose of Property that is perishable or likely to depreciate rapidly in value;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the Receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors (or any one of them);
- (q) to enter into agreements with any licensed insolvency trustee in bankruptcy appointed in respect of the Debtors (or any one of them), including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors (or any one of them);

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors (or any one of them) may have;
- (s) to inquire into and report to the Applicants and the Court on the financial condition of the Debtors (or any one of them) and the Property; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (u) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors (or any one of them), and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

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

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any client records and prescription information ("**Client Records**"), books, documents, securities, contracts, orders, billing privileges, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors (or any one of them), and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall, subject to Paragraph 7A herein, provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and

grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

6A. THIS COURT ORDERS that with respect to the Client Records, the Receiver shall: (i) take all steps reasonably necessary to maintain the integrity of the confidential aspects of the Client Records; (ii) if necessary, appoint a pharmacist licensed and qualified to practice in the Province of Ontario to act as custodian (the "Custodian") for the Client Records; (iii) not allow anyone other

than the Receiver or the Custodian to have access to the Client Records; and (iv) allow the Debtors (or any one of them) supervised access to the Client Records for any purposes required pursuant to the *Regulated Health Professions Act, 1991*, the *Pharmacy Act, 1991* or any other governing Ontario or Canadian statute that requires the Debtors (or any one of them), from time to time, to perform certain obligations.

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

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

11. THIS COURT ORDERS that all rights and remedies against the Debtors (or any one of them), the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and

suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors (or any one of them) to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors (or any one of them) from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

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

#### **CONTINUATION OF SERVICES**

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors (or any one of them) or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, claims processing services, payment processing services, payroll services, insurance, transportation services, utility or other services to the Debtors (or any one of them) are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the applicable Debtor’s current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Receiver in accordance with normal payment practices of the applicable Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any

source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the Order Date or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

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

## **PIPEDA**

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

17. THIS COURT ORDERS that, pursuant to section 42 of the Ontario *Personal Health Information Protection Act* (“**PHIPA**”), the Receiver shall only disclose personal health information to prospective purchasers or bidders who are potential successor(s) to the pharmacy business of the Debtors (or any one of them) (the “**Pharmacy**”) as Health Information Custodian(s) (as defined in the PHIPA) for the purposes of allowing the potential successor to assess and evaluate the operations of the Pharmacy. Each potential successor to whom such personal health information is disclosed is required in advance of such disclosure to review and sign an acknowledgement of this Order indicating that it agrees to keep the information confidential and secure and not to retain any of the information longer than is necessary for the purposes of the assessment or evaluation, and if such potential successor does not complete a Sale, such potential successor shall return all such information to the Receiver, or in the alternative shall destroy all such information. Such acknowledgement shall be deemed to be an agreement between the Receiver and the potential successor for the purposes of section 42 of PHIPA.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

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

### **RECEIVER'S ACCOUNTS**

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

21. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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

### **FUNDING OF THE RECEIVERSHIP**

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$450,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or



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

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

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

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

## **SERVICE AND NOTICE**

27. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: [www.spergelcorporate.ca/engagements](http://www.spergelcorporate.ca/engagements)

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

### **ALLOCATION**

29. THIS COURT ORDERS that any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various Debtors and their assets comprising the Property

### **GENERAL**

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

31. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors (or any one of them).

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

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

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

34. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

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

36. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Applicant are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the applicable Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

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## SCHEDULE "A"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that msi Spergel inc., the Receiver (the "**Receiver**") of the assets, undertakings and properties of Bless Hui Pharma Inc., JM Westview Pharma Inc., Maple Medi Pharma Inc., River Hill Pharmacy Ltd., SJ East Pharma Inc., St. Mary Theotokos Pharma Inc., Stoney Creek Pharma Inc., Toronto Apothecary Pharma Inc., Westway Holdings Inc. and Olde Walkerville Holdings Inc. (collectively the "**Debtors**") acquired for, or used in relation to businesses carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 2020 (the "**Order**") made in an action having Court file number CV-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

Per: \_\_\_\_\_  
Name:  
Title:

**1951584 ONTARIO INC.** et al.  
Applicants

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

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

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

Proceeding commenced at Toronto

**ORDER**  
(AMENDED AND RESTATED RECEIVERSHIP ORDER)

**MILLER THOMSON LLP**

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40 King Street West, Suite 5800  
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Lawyers for the Applicants

# **APPENDIX 2**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**1951584 ONTARIO INC. (formerly DESANTE FINANCIAL SERVICES INC.) and  
CWB MAXIUM FINANCIAL INC.**

Applicants

- and -

**BLESS HUI PPHARMA INC., JM WESTVIEW PHARMA INC., MAPLE MEDI  
PHARMA INC., RIVER HILL PHARMACY LTD., SJ EAST PHARMA INC., ST. MARY  
THEOTOKOS PHARMA INC., STONEY CREEK PHARMA INC., TORONTO  
APOTHECARY PHARMA INC., WESTWAY HOLDINGS INC. and OLDE  
WALKERVILLE HOLDINGS INC.**

Respondents

**REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS THE PROPOSED RECEIVER OF 4231 SHEPPARD AVENUE  
EAST INC., ABU SEIFEIN BRIMLEY PHARMA INC., BLESS JIMMY'S PHARMA  
INC., JG WINDSOR INC., JIMMY'S GROUP INVESTORS INC.,  
JM WESTVIEW PHARMA INC., JUBILEE PROPERTY INVESTMENTS INC., S&J  
PROPERTY INVESTORS INC., SJ EAST PHARMA INC., ST. MARY COOKSVILLE  
PHARMA INC. AND TORONTO SURREY PHARMA INC.**

January 25, 2021



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## **APPENDICES**

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2. The Email from McKesson
3. Pictures of the JM Westview Inspection
4. JM Westview 2020 Financials and the JM Westview Internal Sales Report
5. Pictures of the SJ East Inspection
6. The screenshot of the Facebook page of the Brighton Pharmacy
7. The SJ East 2020 Financials and the SJ East Internal Sales Report
8. Picture of the St. Mary Inspection

## **I. PURPOSE OF THIS REPORT**

1. This report (this “**Report**”) is prepared by msi Spergel inc. (“**Spergel**”) in its capacity as the proposed receiver (in such capacity, the “**Proposed Receiver**”) of the following entities:
  - a) 4231 Sheppard Avenue East Inc. (“**4231 Sheppard**”);
  - b) Abu Seifein Brimley Pharma Inc. (“**Abu Seifein**”);
  - c) Bless Jimmy’s Pharma Inc. (“**Bless Jimmy**”);
  - d) JG Windsor Inc. (“**JG Windsor**”);
  - e) Jimmy’s Group Investors Inc. (“**Jimmy’s Group**”);
  - f) JM Westview Pharma Inc. (“**JM Westview**”);
  - g) Jubilee Property Investments Inc. (“**Jubilee**”);
  - h) S&J Property Investors Inc. (“**S&J Property**”);
  - i) SJ East Pharma Inc. (“**SJ East**”);
  - j) St. Mary Cooksville Pharma Inc. (“**St. Mary**”); and
  - k) Toronto Surrey Pharma Inc. (“**Toronto Surrey**”, collectively the “**Debtors**”)
2. Spergel was appointed as consultant to CWB Maximum Financial Inc. (“**CWB**”) pursuant to engagement letters in the case of 4231 Sheppard, Bless Jimmy, JG Windsor, Jimmy’s Group, JM Westview, Jubilee, S&J Property and Toronto Surrey dated August 14, 2020 and in the case of Abu Seifein and SJ East dated September 3, 2020 (collectively the “**Engagement Letters**”). Copies of the Engagement Letters are attached to this Report as **Appendix “1”**.
3. The purpose of this Report is to advise the Court of the Proposed Receiver’s findings with respect to JM Westview, SJ East and St. Mary.
4. The Proposed Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Second Report for any other purpose.

5. In preparing this Report, the Proposed Receiver has relied upon certain information provided to it by the Debtors. The Proposed Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Proposed Receiver expresses no opinion or other form of assurance with respect to such information.
6. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

## II. **JM WESTVIEW PHARMA INC.**

7. The Proposed Receiver understands that JM Westview was operating as the Mill Street Pharmacy (the “**Mill Street Pharmacy**”) from the premises located at 15 Mill Street East, Tilbury, ON (the “**JM Westview Premises**”).
8. On or around January 19, 2021, the Proposed Receiver was contacted by McKesson Canada (“**McKesson**”) with respect to the payment of approximately \$32,000 outstanding from Mill Street Pharmacy. McKesson advised the Proposed Receiver that John Gerges (“**Gerges**”) advised McKesson that he is unable to pay the outstanding amount as he anticipates that JM Westview will go into receivership. A copy of the email from McKesson is attached to this Report as **Appendix “2”**.
9. On January 21, 2021, the Proposed Receiver participated in a telephone conversation with Gerges during which conversation Gerges confirmed to the Proposed Receiver that the Mill Street Pharmacy was no longer operating.
10. On January 22, 2021, the Proposed Receiver reviewed the status of Mill Street Pharmacy on the Ontario College of Pharmacist’s (“**OCP**”) website which indicated that Mill Street Pharmacy was entitled to operate. Accordingly, on the same day the Proposed Receiver attended at the JM Westview Premises to conduct an inspection (the “**JM Westview Inspection**”). During the JM Westview Inspection the Proposed Receiver noted the following:
  - a) the Mill Street Pharmacy was closed;

- b) all of the shelves were cleared out; and
- c) a new pharmacy by the name of Sigma Drug Mart (the “**Sigma Pharmacy**”) opened across the street.

Pictures taken during the JM Westview Inspection are attached to this Report as **Appendix “3”**.

11. Given the opening of a new pharmacy across the street, the Proposed Receiver reviewed the status of the Sigma Pharmacy on OCP’s website, which revealed that:
  - a) the Sigma Pharmacy is owned by Sigma Healthcare Inc. The director of Sigma Healthcare Inc. is Samir Shenoda (“**Samir**”), who the Proposed Receiver understands is also involved in another pharmacy owned and operated by Gerges;
  - b) the designated manager / pharmacist at the Sigma Pharmacy is Samir;
  - c) the Sigma Pharmacy received its accreditation number from OCP on January 18, 2021; and
  - d) the Sigma Pharmacy is operating from 2 Dufferin Street, Tilbury, ON (the “**Sigma Premises**”).

Entering the addresses in google maps revealed that the JM Westview Premises and the Sigma Premises were merely 2 minutes’ walk away from each other.

12. In light of the above information, the Proposed Receiver participated in a telephone conversation with Skarlet Baba (“**Skarlet**”), a technician working at the Olde Walkerville Pharmacy over which Spergel is appointed receiver. Skarlet advised the Proposed Receiver that in her conversation with Imelda Castillo (“**Imelda**”), who used to work at the Mill Street Pharmacy as a pharmacist and also works one day a week at the Olde Walkerville Pharmacy. Imelda advised Skarlet that Gerges sold the Mill Street Pharmacy to Samir and that all of the patients and drug inventory was moved over to Sigma Pharmacy recently.
13. The financial statements of JM Westview for the period from June 1, 2019 to May 31, 2020 (the “**JM Westview 2020 Financials**”) indicates that JM Westview’s total

revenue was approximately \$1,339,000. In addition, the sales total report for the period from January 1, 2020 to August 26, 2020 (the “**JM Westview Internal Sales Report**”) extracted from Fillware (the drug dispensing software utilized by the Mill Street Pharmacy) indicated that it generated a total sale of approximately \$775,000 during that period. Copies of the JM Westview 2020 Financials and the JM Westview Internal Sales Report are attached to this Report as **Appendix “4”**.

### III. **SJ EAST PHARMA INC.**

12. The Proposed Receiver understands that SJ East was operating as Brighton Global Health (the “**Brighton Pharmacy**”) from the premises located at 12 Elizabeth Street, Brighton, ON (the “**SJ East Premises**”).
13. On January 21, 2021, the Proposed Receiver participated in a telephone conversation with Gerges during which conversation Gerges confirmed to the Consultant that Mill Street Pharmacy is no longer operating.
14. On January 22, 2021, the Proposed Receiver reviewed the status of the Brighton Pharmacy on the OCP’s website which revealed that the Brighton Pharmacy stopped operating on November 25, 2020. Accordingly, on the same day the Proposed Receiver attended at the SJ East Premises to conduct an inspection (the “**SJ East Inspection**”). During the SJ East Inspection the Proposed Receiver noted the following:
  - a) the Brighton Pharmacy was closed; and
  - b) all of the shelves were cleared out.
15. The Proposed Receiver inquired about the Brighton Pharmacy with a nearby pharmacy and was advised that the Brighton Pharmacy had moved across the street to a new pharmacy named Brighton Rx PharmaChoice (the “**New Brighton Pharmacy**”) located at 19 Elizabeth Street, Brighton ON (the “**New Brighton Pharmacy Premises**”).
16. The Proposed Receiver attended at the New Brighton Pharmacy and met with Ann-Marie Creighton (the Front Store Manager) who advised the Consultant that the New Brighton Pharmacy used to be located at the SJ East Premises, however

they started the transition to the New Brighton Pharmacy Premises in October 2020. Pictures taken during the SJ East Inspection are attached to this Report as **Appendix “5”**.

17. A review of the status of the New Brighton Pharmacy on OCP’s website revealed that:
  - a) the New Brighton Pharmacy is owned by Anoop Brighton Pharmacy Inc. The director of Anoop Brighton Pharmacy Inc. is Anoop Gupta, who the Consultant understands was also the designated pharmacist at the Brighton Pharmacy;
  - b) the designated manager / pharmacist at the New Brighton Pharmacy is Anoop Gupta;
  - c) the New Brighton Pharmacy received its accreditation number from OCP on October 7, 2020;
18. A search of Facebook page of the Brighton Pharmacy indicated that the Brighton Pharmacy was operating from the New Brighton Pharmacy Premises. A copy of the screenshot of the Facebook page of the Brighton Pharmacy is attached to this Report as **Appendix “6”**.
19. The financial statements of SJ East for the period from April 1, 2019 to March 31, 2020 (the “**SJ East 2020 Financials**”) indicates that SJ East’s total revenue was approximately \$1,700,000. In addition, the sales total report for the period from January 1, 2020 to September 4, 2020 (the “**SJ East Internal Sales Report**”) extracted from Fillware (the drug dispensing software utilized by the Brighton Pharmacy) indicated that it generated a total sale of approximately \$1,127,000 during that period. Copies of the SJ East 2020 Financials and the SJ East Internal Sales Report are attached to this Report as **Appendix “7”**.

#### **IV. ST. MARY COOKSVILLE PHARMA INC.**

20. Given the findings with respect to JM Westview and SJ East, CWB asked that the Proposed Receiver investigate the status of the Debtors on the OCP site and do site visits where necessary. The Proposed Receiver understands that St. Mary was operating as Cooksville Pharmacy (the “**Cooksville Pharmacy**”) from the

premises located at 3035 Hurontario Street, Mississauga, ON (the “**St. Mary Premises**”).

21. On January 22, 2021, the Proposed Receiver reviewed the status of the Cooksville Pharmacy on the OCP’s website which revealed that the Cooksville Pharmacy stopped operating on November 30, 2020. Accordingly, on January 25, 2021 the Proposed Receiver attended at the St. Mary Premises to conduct an inspection (the “**St. Mary Inspection**”). During the St. Mary Inspection the Proposed Receiver noted the following:

- a) the Cooksville Pharmacy was closed;
- b) all of the shelves were cleared out; and
- c) there was a for lease signed posted on the door.

Picture taken during the St. Mary Inspection is attached to this Report as **Appendix “8”**.

Dated at Toronto this 25<sup>th</sup> day of January, 2021.

**msi Spergel inc.**

in its capacity as the Proposed Receiver  
of the Debtors and not in its personal or  
corporate capacity

Per:



---

Mukul Manchanda, CPA, CIRP, LIT  
Partner



# **APPENDIX 3**

## Mukul Manchanda

---

**From:** John Gerges <john.gerges01@gmail.com>  
**Sent:** August 15, 2020 12:36 PM  
**To:** Mukul Manchanda  
**Cc:** Philip Gennis; Lamek, Edmond; Ted Hopkinson  
**Subject:** Pharmacy Summary  
**Attachments:** Pharmacy Summary.docx

Good afternoon Mukul,

I hope all is well and you are keeping safe.

Please find attached Summary for each pharmacy as requested. Please let me know if I have missed anything or you have any questions at all.

Thank you very much,  
John g  
416.816.5534

## Pharmacy Summary

### Stores to be sold

1. Olde Walkerville Pharmacy
  - a. I brought the deal To Ramachandran Ramapathy, October 2018
  - b. Upon Acquisition from Mina Michael and Bichoy Maurice (they signed a non competition but they had acquired from Francesco Vella)
  - c. Upon Acquisition, Francesco Vella opened up close by, and went knocking door to door bullying every single Italian to transfer their profile to his new pharmacy.
  - d. Since Windsor is such a small town, everyone is worried to compete against him.
  - e. We have explained to the perspective buyer, Mr. Khan Qaisar that the damage has been done and the remaining clientele are very loyal and will not leaving us.
  - f. To ensure this deal goes through, we have offered the buyer free rent for the pharmacy as well as a free apartment to stay at. Tried our very hardest to collect every penny we could, finally got him to \$1,050,000 all in.
  
2. River Hill Pharmacy
  - a. Acquired from Diep Nguyen August 2015.
  - b. We had acquired Westway Medical Pharmacy close by with Ramachandran Ramapathy. We ran both simultaneously for several months, then we merged them in August 2019. This was a brilliant merger, until one of our staff opened up at the previous location, had the patient list and started taking some of our patients.
  - c. At the same time, we had lost our Telus billing privileges. The current buyer is very interested as she just sold her other store and is already the working here. We have been negotiating for a long time, finally got them to \$890,000 all in.
  
3. Agincourt Pharmacy
  - a. Acquired this pharmacy for my sisters March 2017.
  - b. Very Ethnic pharmacy, all Chinese.
  - c. Our neighbouring paediatrician retired August 2019. He was approximately 12% of our business.
  - d. Our Landlord is extremely unreasonable, unwilling to offer extensions or even as assignment. In the current assignment request, he has refused an extension past the current 7 years available, has requested \$25,000, an increase in security deposit to \$30,000 (already has \$20,000) and to fix the hvac (approx. \$15,000)
  - e. The price is lower due to the very short lease, decreasing volume due to paediatrician retiring and the heavily ethnic clientele.
  - f. We finally got them to \$650,000 all in

4. The Apothecary Shop
  - a. This store was acquired March 2016.
  - b. It has been neglected by the previous owner and the staff. We have since revamped it, numbers have gotten better.
  - c. We have lost telus this year also, otherwise it is good to go. Mr. Essam Siha would be a great buyer for this location, he would work it himself and would do well God willing.
  - d. We finally got him to \$650,000. He has also asked cwb for an additional LOC for operations and renovations.
  
5. Mill Street Pharmacy (Tilbury)
  - a. Our Lease has expired and the Landlord has not been agreeable to grant us an extension.
  - b. We have been month to month for a while now.
  - c. To avoid this instability, I acquired a building across the street (2 Dufferin St.) It was a car shop, we have converted it into a professional clinic and pharmacy.
  - d. Earlier this year, we also lost Telus
  - e. Purchaser planning to move to the building across the street and run his own pharmacy and control the building also. Purchaser would be Samir Shenoda.

#### Pharmacies for assignment

6. Cooksville Pharmacy
  - a. Purchased this store with my wife October 2018
  - b. We applied for a further loan when we acquired Fairview pharmacy close by, this has been a great merger for us.
  - c. We recently renovated and optimized the entire operation.
  - d. Since we merged, we have had 2 sets of staff causing our payroll costs to rise
  - e. We got the telus notice In March, since this is a big store it was a large loss for us.
  - f. A deal has been negotiated to purchase a business close by for \$75,000, so purchaser can move in and obtain Telus right away, There would be additional cost of renovation and build out.
  
7. Brighton Pharmacy
  - a. Purchased this store with Diep Nguyen June 2017
  - b. The only issue we got the telus notice In March, since this is a big store it was a large loss for us.
  - c. Purchaser has negotiated to purchase a building across the street, this is additional to the construction costs as well.
  
8. Friendly Pharmacy

- a. Purchased this store with Diep Nguyen August 2016
- b. The only issue we got the telus notice In March, since this is a big store it was a large loss for us.
- c. Purchaser has found a location close by to be able to renovate and move in, to be able to retrieve the telus patients

9. Supercare Pharmacy

- a. Acquired with my sisters September 2017
- b. No Telus notice, but not sure if they will send it even though our audit
- c. Mr. Anoop Gupta agreeable to assume the loan, we would then be able to sell the charter holding this pharmacy

Unable to sell/Refinance please

10. Brimley Pharmacy

- a. Lost Telus March, 2020
- b. Very difficult Landlord, refusal to assign the lease unless he inserts a demolition clause – buyers not agreeable as landlord already rebuilding the other half of the plaza
- c. Only 7 years remaining on the lease

11. Hui's Pharmacy

- a. Combined when we had a fire at Saigon Pharmacy, February 2019
- b. We are moving to a smaller spot in the mall, lower our rent from \$10k to about \$4k
- c. We are unable to sell due to the heavy ethnic presence in china town
- d. Pharmacy is doing well, it is difficult to service both loans, refinance would help immensely
- e. Lost telus, but very small telus clientele downtown china town

12. Medi pharm 2

- a. Purchased July 2018
- b. We have lost some business from the area, it is difficult to service the current loan, pharmacy in a cash flow negative position
- c. Refinance would put the pharmacy in a sustainable cash flow positive position.
- d. Buyers are not interested as the gentlemen working the pharmacy also work at another pharmacy down the street

# APPENDIX 4

## Mukul Manchanda

---

**From:** John Gerges <john.gerges01@gmail.com>  
**Sent:** August 27, 2020 5:18 PM  
**To:** Mukul Manchanda  
**Subject:** Tilbury  
**Attachments:** 2 Dufferin St. appraisal.pdf

Hi Mukul,

I hope all is well. Please find appraisal also attached for tilbury as we discussed earlier. This is for Jm Westview pharma (tilbury) where the doctor is not giving us a new lease. As discussed, it is our intention to sell the building and business to Samir, he will then have full control. The other benefit would be a new telus number (Fresh address and Fresh ownership - which is awesome for everyone).

The combination of pharmacy and building would produce around \$1,700,000. Subtract the debt with cwb, leaves around \$1.1m. This would go towards the large hit at Olde walkerville. The rest would go on City Centre Pharma as discussed.

Please let me know if I have missed anything.

Regards,  
john g  
416.816.5534

# **NARRATIVE APPRAISAL REPORT**

## **PROSPECTIVE “AS-IF-COMPLETE” VALUE A PROPOSED MEDICAL CLINIC/PHARMACY FACILITY**

**2 DUFFERIN STREET SOUTH  
TILBURY, ONTARIO**

**PREPARED FOR**

**MR. JOHN GERGES  
14774 WOODBINE AVENUE  
AURORA, ONTARIO  
L0H 1G0**

**EFFECTIVE DATE**

**JULY 8, 2020**

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**REAL ESTATE APPRAISALS & CONSULTING SERVICES FOR:**

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**INSURANCE REPLACEMENT COSTS**

**EXPROPRIATIONS**

**COMPREHENSIVE REPORTS FOR COURT PURPOSES & EXPERT WITNESS TESTIMONY**

**FEASIBILITY STUDIES**

**GOVERNMENT & PUBLIC SECTOR VALUATIONS**

August 21, 2020

Mr. John Gerges  
14774 Woodbine Avenue  
Aurora, Ontario  
L0H 1G0

Dear Mr. Gerges,

**Re: Narrative Appraisal Report – Prospective “As-If-Complete” Market Value  
A Proposed Medical Clinic & Pharmacy Facility  
2 Dufferin Street South, Tilbury, Ontario  
Our File No: 20-06-017**

Pursuant to your request, we have carried out a valuation analysis to express an opinion of prospective “**As-If-Completed**” market value of the proposed medical clinic and pharmacy facility as of the effective date of appraisal. It should be noted that the value provided herein does not represent the “As Is” value of the property.

This report is only for the exclusive use of the addressee of this report to assist in conventional first mortgage refinancing purposes. We accept no responsibility whatsoever if this value estimate or any part of this report is used otherwise.

The subject property is located at the southwest corner of Mills Street East and Dufferin Street South, in the Town of Tilbury. The subject site is improved with a single-storey commercial building having a GFA area of about 1,580 sq ft.

A site inspection was conducted on July 7, 2020, which was the Effective Date of this appraisal. No interior access was provided during the time of our inspection; accordingly, our inspection was only restricted to the building exterior.

As per your information provided, the property is under significant renovation into a medical clinic & pharmacy facility. The total renovation cost is reported to be about \$155,000 (Appendixes C and D of this report). It should be noted that except as described herein, we did not verify any owner provided information, which we assume to be materially true and correct. It is assumed that proof of payment is readily available upon request.

**As requested, the value provided herein is a prospective “As-If-completed” Value assuming that the proposed medical clinic and pharmacy facility has been fully completed in a good workmanlike manner in accordance with the plans, specifications and cost information provided herein. It is also assumed that the proposed facility is in-compliance with all municipal bylaws and with any other governmental agency having jurisdiction over the subject.**

As a result of this investigation, and subject to the assumptions and limiting conditions contained in this report, it is our opinion that the prospective “**As-If-completed**” Market Value of the Fee Simple Interest in the appraised property, as at July 7, 2020, was:

**(\$410,000.00)**

**FOUR HUNDRED & TEN THOUSAND DOLLARS**

It should note that this appraisal is subject to the Assumptions and Limiting Conditions that contained in Appendix A, and also subject to the Extraordinary Assumptions and Limiting Conditions that are on P17-18 of this report.

The coronavirus pandemic is causing a significant degree of uncertainty in capital markets and could have an effect on real estate values depending on the duration and severity of the crisis. Values contained in this appraisal are based on market conditions as at the time of this report. This appraisal does not provide a prediction of future values. In the event of market instability and/or disruption, values may change rapidly, and such potential future events have been NOT been considered in this report. As this appraisal does not and cannot consider any changes to the property appraised or market conditions after the effective date, readers are cautioned in relying on the appraisal after the effective date noted herein.

This appraisal report is for the exclusive use of the addressee and specifically for the purpose stated herein only. We accept no responsibility whatsoever if this value estimate or any part of this report is used otherwise.

Should this report be communicated or sent by fax, email or by hard copy to any other party without the express written consent of the undersigned appraiser via a signed transmittal letter, then reliance on this report (for any purpose) must be considered invalid. This report is copyright and always remains the sole property of the undersigned appraiser. This report is not valid under any circumstances unless it is affixed with an original signature of the author.

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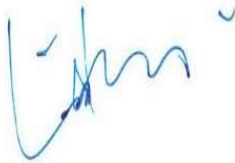
This is to advise that notwithstanding the contents of this report, if this report is being relied on for mortgage financing purposes of any kind, the value estimates herein critically presume that the Lender (Mortgagee) and the Mortgage Broker (if any) have completed thorough and prudent investigations of the credit worthiness of the Borrower and also of the suitability of the Borrower for the loan being contemplated. Accordingly, completion of a full due diligence process is a condition of reliance on this report. We assume no responsibility for loans advanced where the borrower lacks the ability or motivation to repay the loan, or where the lender has not followed prudent lending practices.

We certify that we have no present or prospective interest in the above captioned property of any kind whatsoever. This valuation has been completed in accordance with the Canadian Uniform Standards of Professional Appraisal Practice of the Appraisal Institute of Canada.

Should you have any questions, we would be pleased to discuss this valuation further.

Yours very truly,

**MPIRE REAL ESTATE APPRAISERS & CONSULTANTS**



Per: \_\_\_\_\_  
**WITMAN AU YEUNG, AACI, P. APP**  
**Senior Commercial Appraiser**

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## EXECUTIVE SUMMARY

<b>Client Name:</b>	Mr. John Gerges
<b>Purpose &amp; Intended Use:</b>	To estimate the prospective “As-If-Complete” market value of the subject property which is under renovation as a medical clinic & pharmacy facility. The intended use of the report is for conventional first mortgage refinancing purposes.
<b>Property Address:</b>	2 Dufferin Street, Tilbury, Ontario
<b>Legal Description:</b>	Pt Lt 22, Plan 191, Town of Tilbury
<b>PIN:</b>	00803-0142
<b>Inspection Date:</b>	July 8, 2020
<b>Effective Date of Appraisal:</b>	July 8, 2020
<b>Property Type:</b>	A 1-storey commercial property; GFA 1,580 sq ft

### PROPERTY DESCRIPTION

<b>Location:</b>	SW corner of Mills Street East and Dufferin Street
<b>Site Area:</b>	7,976 sq ft
<b>Site Configuration:</b>	Trapezium shape
<b>Topography:</b>	Generally flat and level
<b>Municipal Services:</b>	Fully serviced urban site

### LAND USE CONTROLS

<b>Zoning:</b>	Urban Commercial (Highway Commercial First Density)
<b>Highest &amp; Best Use:</b>	To continue and complete the proposed renovation as a medical clinic & pharmacy facility

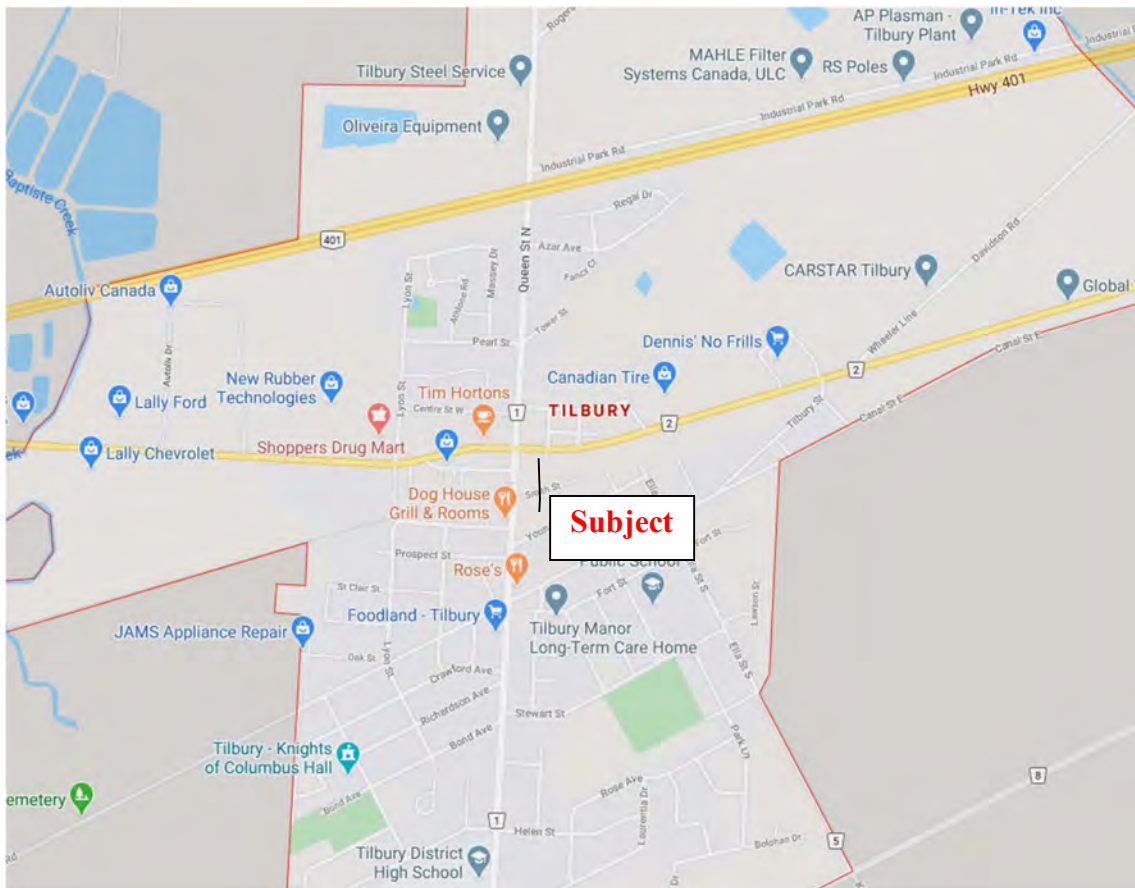
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**FINAL VALUE CONCLUSION**

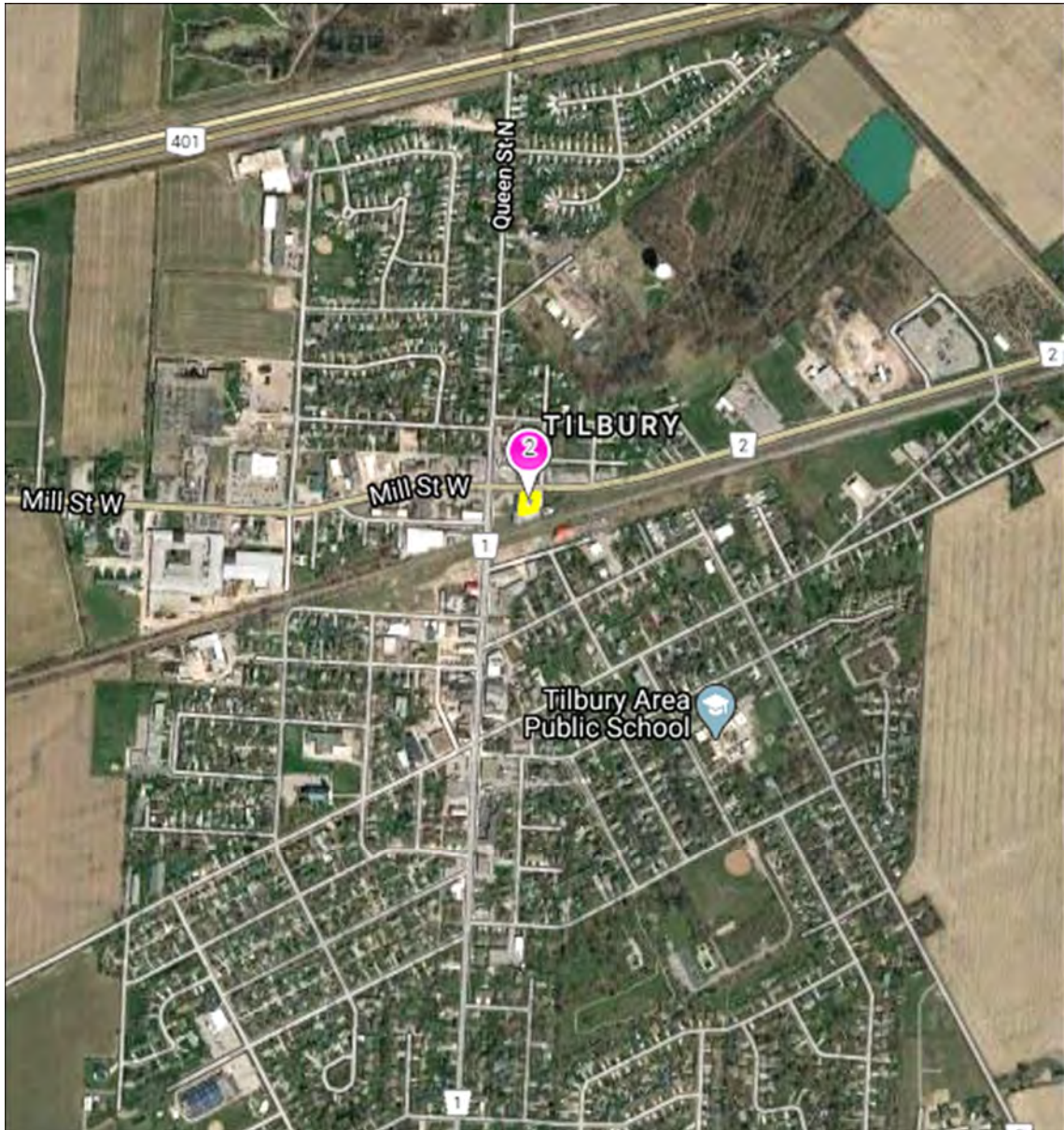
<b>Effective Date:</b>	July 8, 2020
<b>Exposure Time:</b>	3-12 months
<b>Income Approach:</b>	\$400,000.00
<b>Direct Comparison Approach:</b>	\$410,000.00
<b>Final Value</b>	<b>\$410,000.00</b>

The value provided herein is a prospective “As-If-completed” Value assuming that the proposed medical clinic and pharmacy facility has been fully completed in a good workmanlike manner in accordance with the plans, specifications and cost information provided herein. It is also assumed that the proposed facility is in-compliance with all municipal bylaws and with any other governmental agency having jurisdiction over the subject.

## LOCATION MAPS



## AERIAL PHOTOS







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**PHOTOGRAPHS – SUBJECT PROPERTY**



Front views of the subject property





Front elevation



Rear and side elevations

## PHOTOGRAPHS – SUBJECT STREETScape



Mill Street – west view



Mill Street – east view



Dufferin Street – north view

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## TERMS OF REFERENCE

### PURPOSE & INTENDED USE OF REPORT

This report is prepared as a Narrative Appraisal Report. The purpose of this valuation is to estimate the prospective “**As-if-Completed**” market value of the subject proposed medical clinic/pharmacy facility as of the Date of Appraisal.

This report has been requested by Mr. John Gerges, and the Intended Use of this report is for conventional first mortgage refinancing purpose only. This report has been prepared only for the addressee of this report and only for the specific use stated herein. Use of this report by any other party or for any other purpose than stated herein invalidates this report.

### PROPERTY RIGHTS

The property rights appraised are that of the Fee Simple estate. The fee simple estate is the most complete form of ownership in Canada and is limited only by the powers of government (i.e. taxation, expropriation, police, and escheat).

### INSPECTION DATE

An inspection of the subject property was conducted on July 8, 2020. No interior access was given during our inspection; accordingly, our inspection was only restricted to the building exterior.

Fieldwork for this assignment was completed in months of July and August 2020.

### EFFECTIVE DATE OF APPRAISAL

The Effective Date of this report is July 8, 2020 - being the date of inspection of the Subject Property. The valuation pertains to the Effective Date and reflects the market conditions that prevail as of that specific date and cannot be regarded as a reliable indication of value as of another date.

---

## MARKET VALUE DEFINITION

The Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) adopted by the Appraisal Institute of Canada define market value as:

*"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. "*

Implicit in this definition is the consummation of a sale as of the specific date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in Canadian Dollars or in financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

## EXPOSURE TIME

An estimate of market value is related to the concept of reasonable exposure time. Exposure time is the property's estimated marketing time prior to a hypothetical sale at market value on the effective date of the appraisal.

Reasonable exposure time is a necessary element of a market value definition but is not a prediction of a specific date of sale. As per MILS records, properties such as the subject typically require a marketing period of approximately 3 to 6 months, depending on a number of factors including location, quality of the property and motivation of the purchaser/vendor etc.

Given the current market status due to Covid-19 pandemic, it is our opinion that a longer exposure time, say 3 to 12 months would be required.

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## SCOPE OF THE VALUATION

This is a Narrative Appraisal Report and complies with the reporting requirements set forth under the Canadian Uniform Standards of the Appraisal Institute of Canada. As such, all relevant material is provided in this report including the discussion of appropriate data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses are retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein.

During the course of preparing this valuation, the following was completed:

- Reviewed the information provided by an agent for the Owner. We have assumed that the information provided as restated in this report is accurate and a true factual representation respecting the subject property and any leasehold interests.
- Inspected the Subject Property and the surrounding area.
- Examined market conditions and analyzed their potential effect on the property.
- Confirmed current zoning regulations.
- Estimated the Highest and Best Use of the property.
- Reviewed available databases to obtain transactions and Listings involving comparable properties.
- Searched for any additional market data, which might assist in valuing the property.
- We have also relied on information provided by professional real estate consultants as well as the subject owner and/or his agent in order to arrive at an estimate of value for the Subject Property.
- Provided an estimate of market value in a narrative written report.

## ASSUMPTION & LIMITING CONDITIONS

In addition to any specific assumptions that may be stated in the body of the report, the report is subject to the Contingent and Limiting Conditions set forth in Appendix A herein.

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## **EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS**

An Extraordinary Assumption is an assumption, which if not true, could alter the appraiser's opinions and conclusions. They are required when a Hypothetical Condition is necessary due to circumstances that are not self-evident regarding the appraised property. Hypothetical Conditions include retrospective appraisals, significant renovations to the improvements, completion of proposed improvements, etc.

An Extraordinary Limiting Condition refers to a necessary modification or exclusion of an Appraisal Institute Standard Rule. Such special circumstances include the inability to complete a property inspection or the purposeful exclusion of a relevant valuation technique among others.

The following assumptions are pertinent to the subject appraisal. We reserve the right to amend this report should any of the following assumptions and statements prove to be to the contrary, such that it may have a material impact on the value estimate(s) contained in this report.

It should be noted that except as described herein, we did not verify any owner or agent provided information, which we assume to be materially true and correct. More specifically, the “As If Completed” value provided in this report has been relied upon the property and cost information provided. It is assumed that all information provided and included herein is reliable and materially correct. It is assumed that proof of renovation cost payment is readily available upon request.

The coronavirus pandemic is causing a significant degree of uncertainty in capital markets and could have an effect on real estate values depending on the duration and severity of the crisis. Values contained in this appraisal are based on market conditions as at the time of this report. This appraisal does not provide a prediction of future values. In the event of market instability and/or disruption, values may change rapidly, and such potential future events have been NOT been considered in this report. As this appraisal does not and cannot consider any changes to the property appraised or market conditions after the effective date, readers are cautioned in relying on the appraisal after the effective date noted herein.

This appraisal assumes that the subject improvement is structurally sound and all outstanding work orders (if any) have been completed and the property complies with the property standards as set out by the Fire Department and/or Building Code for the Municipality of Chatham-Kent and any other governmental agency having jurisdiction over the subject. As such, the value estimate is based on the assumption that no significant near-term capital repairs (cost to cure) are required, unless otherwise noted herein. Major capital repairs, if required, would have a direct impact on the final value estimate provided herein.



No environmental report was provided in connection with the appraisal. Based on the information available, the subject was formerly utilized as a car care centre and it is bound to the south by an auto garage; accordingly, an environmental report is recommended in order to ascertain the property's environmental status. For the purpose of this appraisal, we assume that the property is free and clear of any environmental contamination, toxic materials, or waste products. We have also assumed that there has been no surface or subsurface migration of contaminants to and/or from any adjoining public or private property. It should be noted that should the site and/or building prove to be environmentally contaminated, the market value of the subject property can be materially and adversely affected and, accordingly the value expressed herein may not reflect the actual market value of the subject property.

For the purposes of this analysis, the instruments registered against the title(s) to the property are assumed not to have a significant effect on the property's marketability or its market value. For greater certainty a legal opinion should be solicited for a full explanation of the effects of these encumbrances. Additionally, the property's estimate of value herein has assumed it is free and clear of any financing. It should be noted that should the site and/or building prove to be environmentally contaminated, the Market Values of the subject property can be materially and adversely affected and, accordingly the values expressed herein may not reflect the actual Market Value of the subject property.

Particulars of the subject and the comparable properties are based on information gathered from many sources including the owner and/or the owner's agent, the Toronto Real Estate Board's MLS records, GeoWarehouse online Land Registry information services, MPAC's online assessment records, the Urbanation Report and RealTrack online records as appropriate. Information may also have been compiled from other sources that have been deemed as reliable including hearsay evidence. While the reported information has been relied on with reasonable care, no further verification has been made as to the correctness of the reported data and the information. This report is based on the critical assumption that all reported data and information compiled are materially correct.

---

## **MUNICIPAL & SALES ACTIVITY**

### **MUNICIPAL ADDRESS**

As per MPAC assessment records, the subject property is municipally known as:

2 Dufferin Street South  
Tilbury, Ontario

### **ASSESSMENT LEGAL DESCRIPTION**

Pt Lt 22, Plan 191  
Town of Tilbury, Regional Municipality of Chatham-Kent, Ontario

### **PROPERTY IDENTIFICATION NUMBER (PIN)**

00803-0142

### **ASSESSMENT AND REALTY TAX DATA**

Assessments for the Taxation Years 2017-2020 are based upon the property’s estimated value on January 1, 2016. Under the Assessment Act, an increase in assessed value between the previous reference date (January 1, 2012) and the new reference date (January 1, 2016) will be phased in over the 4 years from 2017 to 2020 inclusive.

As per MPAC assessment records, the subject 2016 assessment was \$164,000 and the 2020 Phased-in assessment is \$164,000. According to a copy of the subject 2019 final tax bill provided, the subject’s 2019 annualized tax totaled \$7,552.00.

### **SALES & MLS HISTORY**

The title of the subject was not searched for the purpose of this appraisal. According to GeoWarehouse Land Registry records, the subject was last transferred to JG Tilbury Inc. on September 19, 2018 for \$222,500.

It is our understanding that the property is currently not available for sale on the open market and there is no pending contract for the subject.

## LOCATION & SITE OVERVIEWS

The subject property is located within the Town of Tilbury, at the southerly expanse of Ontario. The town is about 3 hours’ drive southwest of the City of Toronto, and about 45 minutes’ drive from the City of Windsor.

Tilbury has a 2016 census population of 4,768; it forms part of the Regional Municipality of Chatham-Kent. Regional access to/from Tilbury is provided by Highway 401 and Ontario Highway 2. The closest airports are Chatham-Kent Airport or Windsor International Airport. There are no trains servicing Tilbury directly.

The subject property is located at the southwest corner of Mills Street East and Dufferin Street South, about ¾ km south of Highway 401. Mills Street is the primary commercial strip for Tilbury, which is lined with highway commercial type developments including strip plazas, small commercial properties, fast food restaurants, gas stations, auto servicing garages and car dealerships, etc.

The subject site is roughly trapezium in shape; as per assessment records, it has a frontage of 81.99 feet on the south side of Mills Street East, a return frontage of 83.87 feet on the west side of Dufferin Street South, and a site area of about **7,976 sq ft**.

The subject is adjoined to the south by an auto repair garage, and to the west by a wine store.



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<b>Topography:</b>	The site is generally level and general at grade with the abutting street and with the adjoining properties.
<b>Services:</b>	The subject is an urban site with full municipal and utility services.
<b>Encumbrances:</b>	We are not aware of other major rights of way or easements affecting the site. This appraisal is based on the assumption that that there are no material rights of way, easements or any other encumbrances that may affect the value or utility of the Subject Property and thereby affect the Market Value of the Subject Property.
<b>Soil Conditions:</b>	No soil analysis was undertaken for the purpose of this appraisal; the sub-soil is assumed to be similar to other lands in the area and suitable in drainage qualities and load bearing capabilities and of a sufficient surface quality to accommodate the existing and/or similar developments.
<b>Environmental Issues:</b>	No environmental report was provided in connection with the appraisal. Based on the information available, the subject was formerly utilized as a car care centre and it is bound to the south by an auto garage; accordingly, an environmental report is recommended in order to ascertain the property's environmental status. For the purpose of this appraisal, we assume that the property is free and clear of any environmental contamination, toxic materials, or waste products.

## INTERIOR PHOTOS



(As at the time of our inspection, the building interior was reportedly under fitting out work and no interior access was provided. The above 2 interior photos were provided by Mr. John Gerges)

## IMPROVEMENT DESCRIPTION



The subject site is improved with a single-storey, square shaped building having a GFA area of **1,580 sq ft** with architectural block/concrete block exterior walls on concrete block foundation. It has thermopaned windows and a flat roof. The building appears to be dated to circa late-1900s; as per the information available, the property was formerly occupied as a car care amenity. It is served by one point of vehicular access on Dufferin Street South and the parking lot currently is only gravels paved.

### The Proposed Medical Clinic/Pharmacy facility

As at the time of our inspection, the building interior was under fitting out work and no interior access was provided.

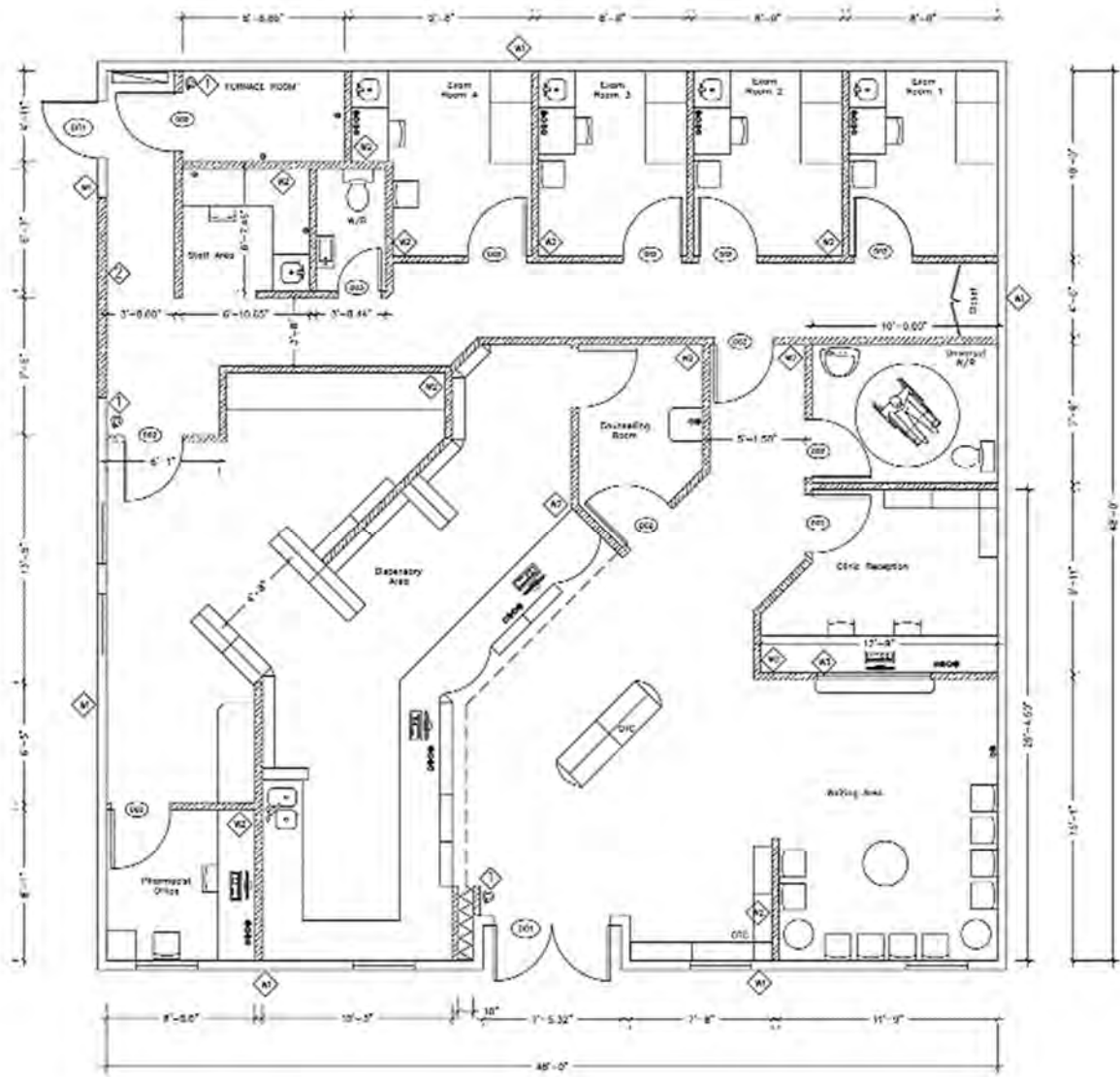
Reportedly and as per the architectural drawings provided dated November 21, 2019, prepared by Cross Engineering Inc. (see P 24 of this report), the property is under renovation as a medical clinic and pharmacy facility.

According to the information provided by Mr. John Gerges, the renovation cost totaled about **\$155,000**, as summarized below.

		<u>Remarks</u>
HVAC, flooring & drainage %& electrical	\$51,825	See Appendix C
Partitioning and ceiling	\$52,500	See Appendix C
Millwork	<u>\$33,200</u>	See Appendix D
	\$137,525	
13% HST	<u>\$17,878</u>	
	<b>\$155,403</b>	

It should be noted that the provided costs have not been verified for the purpose of this appraisal; it is critically assumed that the provided information is materially true and correct, and that evidence of payments are readily available upon request.

## ARCHITECTURAL DRAWINGS



## LAND USE PLANNING

As per the Chatham-Kent Comprehensive Zoning By-law No 216-200, as amended, the subject property is zoned “UC(CH1) Urban Commercial (Highway Commercial First Density)” use. This land use zone permits a wide range of commercial uses (including clinic) as shown on the following page.

It appears and it is assumed that the proposed medical clinic & pharmacy use legal and in conformity with the land use regulations. In order to confirm the legality of the subject, it is suggested that a Letter of Compliance be obtained from the municipality.





**(d) UC(HC1) Highway Commercial First Density**

- a) Adult Secondary School
- b) Agricultural Service and Supply Establishment
- c) Assembly Hall
- d) Automobile Repair Shop
- e) Automobile Sales and Service Establishment
- f) Automobile Service Station
- g) Bake Shop
- h) Bank/Financial Institution
- i) Beer/Liquor Store
- j) Builder's Supply Yard
- k) Call Centre
- l) Car Wash, Automatic
- m) Car Wash, Manual
- n) Child Care Centre
- o) Church
- p) Clinic
- q) Clinic, Veterinary
- r) Club, Private
- s) Commercial Entertainment and Recreational Establishment
- t) Commercial School
- u) Contractor's Yard
- v) Cultural Facility
- w) Dry Cleaning Establishment
- x) Eating Establishment
- y) Eating Establishment – Take Out
- z) Funeral Home
- aa) Furniture Store
- bb) Gas Bar
- cc) Hotel/Motel
- dd) Laundromat
- ee) Mixed Use Commercial/Residential Building
- ff) Nursery
- gg) Office
- hh) Personal Service Establishment
- ii) Pet Shop
- jj) Print Shop
- kk) Public Storage
- ll) Rental Establishment
- mm) Retail Store
- nn) Retail Store - Convenience
- oo) Service or Repair Shop
- pp) Service Trade Establishment
- qq) Tavern
- rr) Taxi Establishment

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## HIGHEST AND BEST USE

The principle of highest and best use is fundamental to the concept of value in real estate. Highest and best use, in general, may be defined as follows:

*"The reasonably probable and legal use of vacant land of an improved property; which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are Legal permissibility, physical possibility, financial feasibility, and maximum productive."*

### AS CURRENTLY IMPROVED

The subject is located at a primary commercial strip in the Town of Tilbury. The building is in good physical condition and reportedly under fitting out work for a new pharmacy. The existing commercial use of the subject appears to be legal, conforming as per the prevailing land use codes.

Based on the foregoing, it is our opinion that the Highest and Best Use of the Subject Property, as currently improved, is to continue the existing commercial use.

### AS IF VACANT

In accordance with the requirements of the Uniform Standards of Professional Appraisal Practice, consideration was given to the Highest and Best Use of the subject site as if vacant and available for development.

On this basis and with all considered, it is our opinion that the Highest and Best Use of the property is for commercial development preferably in conjunction with the adjoining properties subject to planning approvals.

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## VALUATION METHODOLOGY

Traditionally, there are three accepted methods for real estate valuation:

- Income Approach
- Direct Comparison Approach
- Cost Approach

The selection of a relevant methodology depends upon the nature and characteristics of the real estate under consideration.

- 1) INCOME APPROACH – this approach is utilized to estimate real estate value of income-producing or investment properties. The value is estimated by capitalizing the net rental which the property can reasonably be expected to produce over the remaining economic life of the improvement.
- 2) DIRECT COMPARISON APPROACH - this approach examines the cost of acquiring equally desirable and valuable substitute properties, indicated by transactions of comparable properties, within the market area. The characteristics of the sale properties are compared to the subject property on the basis of time and such features as location, size and quality of improvements, design features and income generating potential of the property.
- 3) COST APPROACH - In the *Cost Approach*, the land is valued as if vacant, and to this amount is added the estimated cost of reproduction of the improvements, less wear and tear, deterioration, functional and economic obsolescence. Cost Approach is normally applied in valuing newly completed properties and for specialized properties that with limited market sales data. For general properties with sufficient market sales data, the Cost Approach is usually not attempted since the reproduction cost is a reflection of supply conditions, which is not necessarily synonymous with market value. Furthermore, for older properties, estimating accrued depreciation tends to be arbitrary.

### SELECTION OF RELEVANT METHODOLOGY

In estimating the market value of the Subject Property, we have utilized the Direct Comparison Approach and the Income Approach.

The Cost Approach is mainly applied for specialized properties that are lack of comparable sales in the market. In addition, the reproduction cost is generally a reflection of supply conditions, which is not necessarily synonymous with market value. Therefore, the Cost Approach has not been applied in the subject appraisal.

## INCOME APPROACH

The Income Approach to Value (specifically the Overall Capitalization Method) employs the process of capitalizing the property’s net income into a value indication. Capitalization is the process of converting a series of anticipated future annual installments of income into a present value by discounting them into a present worth at a rate that will attract purchase capital.

In this analysis we have used an estimate of the stabilized net operating income of the subject and converted that figure by a market derived Overall Capitalization Rate to estimate the market value of the subject property.

The three prime determinants of value using the Income Approach, and specifically the Overall Capitalization Rate Method, are as follows:

- (1) The gross income received or receivable,
- (2) The cost of operating the building in order to maintain the highest levels of income; and,
- (3) The rate of return that an investor would require on his capital.

## MARKET RENT

We understand that the property will be owner-occupied or occupied by an affiliated party. Accordingly, revenue projection of the subject has been based on market rent. Given that relatively limited rental information is available for Chatham-Kent area, our searches have extended to the City of Windsor.

Address	Bldg Area (+/-Sq Ft)	Asking Rent/ Sq Ft	Remarks
635 Grand Ave W Chatham	1,500	\$19.00 Net	Unit within a modern retail plaza
80 Keil Dr South Chatham	9,130	\$8.5 Net	A large vacant store previously occupied by Value Village
1083 Ouellette Ave Windsor	2,817	\$20.00 Semi-gross	Medical office space at a superior medical office building
3719 Walker Rd Windsor	1,434	\$15.00 Net	Medical bldg with a IDA pharmacy
395 Tecumseth Rd W Windsor	4,000	\$14.00	Fully furnished commercial/office space
4519 Rhodes Dr, Windsor	1,800	Base rent \$9.00 TMI \$7.03	Office space within a small office/medical bldg
1451 Lauzon, Windsor	1,960	\$24.40 Gross	Unit within small commercial bldg
2629-2673 Howard Windsor	1,109	\$12.00 TMI \$9.43	Retail plaza unit

Based on the foregoing and considered that the subject is a much smaller and fully renovated medical clinic/pharmacy facility, it is our opinion that the subject will achieve a rate between \$15 and \$17, says **\$16 per sq ft net**.

1,580 sq ft @\$16 per sq ft = \$25,280

### STABILIZED INCOME & EXPENSE STATEMENT

Based upon the above and having allowed 5% for vacancy/bad debt, 1.0% for structural repairs and 3.0% for management, a Stabilized Income and Expense Statement of the Subject Property has been prepared below:

2 Dufferin Street South, Tilbury		
<b>INCOME</b>		
Potential rental income	\$25,280	
Less 5% Vacancy	<u>\$1,264</u>	
Effective Gross Income (EGI)		\$24,016
<b>EXPENSES</b>		
Operating Expenses	Tenant	
Structural Repairs @1.0% EGI	\$240	
Management @3.0% EGI	<u>\$721</u>	
		<u>\$961</u>
<b>Net Operating Income (NOI)</b>		<b>\$23,055</b>

## OVERALL CAPITALIZATION RATE (OCR) ANALYSIS

In estimating the Overall Capitalization Rate applicable to the subject, we have investigated and analysed recent sales of comparable investment properties.

Index (Date)	Address	Consideration	Building Area (+/-)	Stabilized OCR
1 (06/19)	7600-7610 Tecumseth Rd E, Windsor	\$3,400,000	22,646 sf	<b>6.80%</b>
2 (07/19)	4-10 Queen St S Tilbury	\$1,980,000	13,500 sf	<b>6.00%</b>
3 (12/19)	348 Lacroix St Chatham	\$3,200,000	6,901 sf	<b>5.80%</b>

The foregoing sales indicated OCRs ranged from 5.80% to upwards of 6.80%. Generally, attractive properties at good location with strong lease covenant, etc., will sold for lower cap rates, and the vice versa.

Based on the foregoing and in view of the location and investment characteristics of the subject, it is our opinion that an OCR at **5.75%** is deemed most reasonable, which results in the following estimate of value:

Net Operating Income (NOI)	:	\$23,055
OCR @ 5.75%	:	\$400,956
Rounded to	:	<b>\$400,000</b>

(BY THE INCOME APPROACH)

## DIRECT COMPARISON APPROACH

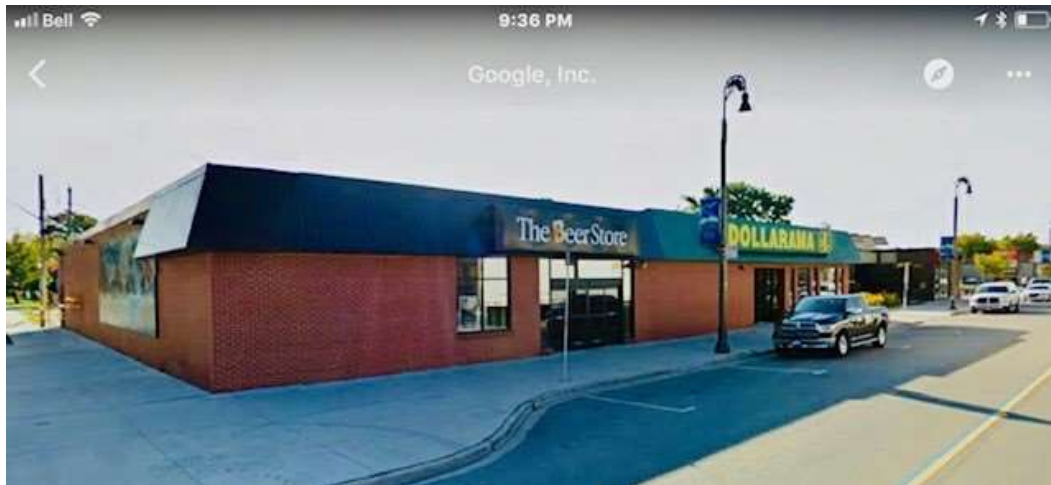
The Direct Comparison Approach is based on the Principle of Substitution which maintains that a prudent purchaser would not pay more for a property than the cost to purchase a suitable alternative property which exhibits similar physical characteristics, tenancy, location, etc. Within this approach, the property being valued is compared to properties that have sold recently or are currently listed and are considered to be relatively similar to the subject property. Typically, sale price per sq ft of building is the most commonly used unit of comparison.

### SELECTION OF COMPARABLE SALES

For the purpose of this appraisal, we have searched sales of comparable commercial properties in Tilbury and Chatham-Kent areas. Our searches have revealed the following 4 sales/listing that are deemed most comparable to the subject:

Index (Date)	Address	Sale Price	Bldg Area	Site Area (Density)	Price/SF Bldg
1 (07/19)	4-10 Queen St S Tilbury	\$1,980,000	13,500 sf	31,363 sf (0.43)	<b>\$147</b>
2 (12/19)	348 Lacroix St Chatham	\$3,200,000	6,901 sf	9,053 sf (0.76)	<b>\$464</b>
3 (08/19)	445 Richmond Street, Chatham	\$501,250	5,484 sf	27,287 sf (0.20)	<b>\$91</b>
4 (Listing)	2 Canal St W Tilbury	Asking \$1,600,000	12,000 sf	25,265 sf (0.48)	<b>Asking \$133</b>
<b>Subject (09/18)</b>	2 Dufferin St Tilbury	\$225,000	1,580 sf	7,976 sf (0.20)	<b>\$142</b>

**INDEX NO 1: 4-10 QUEEN STREET SOUTH, TILBURY**



**Date of sale** : July 26, 2019  
**Sale Price** : \$1,980,000  
**Building Area** : 13,500 sq ft  
**Site Area** : 31,363 sq ft  
**Density** : 0.43  
**Price/SF Bldg** : **\$147 per sq ft**

**Remarks** : Sale of a larger freestanding commercial property located at downtown Tilbury with good street exposure, a short distance south of the subject.

The property appears to be in very good condition and is leased to two national tenants – The Beer Store and a Dollarama store.

The property was listed for \$2,350,000 and sold for \$1,980,000 (\$147 per sq ft) after 404 days on the market.

Based on MLS records, the cap rate for this sale is estimated to be about 6.0%.



**INDEX NO 2: 4-10 QUEEN STREET SOUTH, CHATHAM**



**Date of sale** : December 31, 2019  
**Sale Price** : \$3,200,000  
**Building Area** : 6,901 sq ft  
**Site Area** : 9,053 sq ft  
**Density** : 0.76  
**Price/SF Bldg** : **\$464 per sq ft**

**Remarks** : Sale of a freestanding commercial property located at a prominent corner site in the City of Chatham with high traffic exposure. Chatham is a much larger city with 2017 population of 105,529. This superior property is entirely leased to BMO since 2007.

The property was listed for \$3,400,000 and sold for \$3,200,000 (\$464 per sq ft) after 43 days on the market.

Based on MLS records, the cap rate for this sale is estimated to be about 5.8%.

**INDEX NO 3: 445 RICHMOND STREET, CHATHAM**



**Date of sale** : August 28, 2019  
**Sale Price** : \$501,250  
**Building Area** : 5,484 sq ft  
**Site Area** : 27,287 sq ft  
**Density** : 0.20  
**Price/SF Bldg** : **\$91 per sq ft**

**Remarks** : This freestanding commercial property is located at an employment area in the City of Chatham. The property was previously occupied by CIBC but was vacant at the time of sale.

The property was listed for \$480,000 and sold for \$501,250 (\$91 per sq ft) after 26 days on the market.

**INDEX NO 4: 2 CANAL STREET WEST, TILBURY**



**Date of sale** : Current listing  
**Sale Price** : \$1,600,000 (asking)  
**Building Area** : 12,000 sq ft  
**Site Area** : 25,265 sq ft  
**Density** : 0.48  
**Price Psf Bldg** : **\$133 per sq ft (asking)**

**Remarks** : Current listing for sale of a larger freestanding commercial property located at downtown Tilbury, a short distance south of the subject.

The property appears to be in good condition and with moderately good street exposure; it is entirely leased to TBS, a large bargain shop for up to 2039.

It has been listed for sale on the market since June 2020.

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## **Analysis**

For comparable purposes, we have appraised the “As Is” value of the property. The reported renovation cost is then added on top to arrive at the “As-If- Completed” value of the proposed medical clinic and pharmacy facility.

The above refers to sale/listing of four commercial properties in the Municipality of Chatham-Kent, with two properties in Tilbury and two properties in Chatham. The sale prices range from \$91 to \$464 per square foot of building area. All of the comparable properties have building size larger or significantly larger than the subject.

At the high end of the range (Index 2) refers to a superior, larger property located at a prominent location in the City of Chatham, and is fully leased to a long term, triple A tenant. The indicated rate at \$464 per sq ft requires substantial downward adjustment compared with the subject.

At the low end of the range (Index 3) refers to sale of a vacant commercial property located in an employment area of Chatham. The property was sold for \$91 per sq ft.

Indices 1 and 4 are located in Tilbury with exposure more or less similar to the subject. These two properties are however much larger than the subject, thus the indicated rates at \$147 and \$133 per sq ft respectively, both require moderate upward adjustments compared with the subject.

## **Conclusion**

Based on the foregoing and with all considered, it is our opinion that the “As Is” market value of the subject is in the region of **\$160 per sq ft**, which results in the following estimated value:

**“As Is” Value:** 1,580 sq ft @ \$160 per sq ft = **\$255,000** (rounded)

As noted, the property is under fitting out work for a medical clinic/pharmacy facility with a reported total cost of **\$155,000**. Therefore, on “As-If-Complete” basis, the prospective market value of the subject is estimated as follows:

**“As-If-Completed” Value:** \$253,000 + \$155,000 = **\$410,000**

The value provided herein is a prospective “As-If-completed” Value assuming that the proposed medical clinic and pharmacy facility has been fully completed in a good workmanlike manner in accordance with the plans, specifications and cost information provided herein. It is also assumed that the proposed facility is in-compliance with all municipal bylaws and with any other governmental agency having jurisdiction over the subject.

(BY THE DIRECT COMPARISON APPROACH)

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## RECONCILIATION & FINAL VALUE ESTIMATE

The value estimates for the subject property, utilizing the two approaches to value, are as follows:

INCOME APPROACH	:	\$400,000.00
DIRECT COMPARISON APPROACH	:	\$410,000.00

The Income Approach and the Direct Comparison Approach to value result to fairly similar values with slight variance.

As per market activities, negotiations for this type of small commercial properties are primarily based on comparison with similar properties sold/listed in market rather than based on investment returns. Therefore, it is our opinion that the value of the subject is best reflected by the Direct Comparison Approach.

Therefore, having considered the data investigated and all other factors that may affect value, it is our opinion that the prospective “**As-If-Completed**” market value of the appraised property, subject to all the assumptions and limiting conditions as contained herein, as at July 8, 2020, was:

**(\$410,000.00)**

**FOUR HUNDRED & TEN THOUSAND DOLLARS**

**The value provided herein is a prospective “As-If-completed” Value assuming that the proposed medical clinic and pharmacy facility has been fully completed in a good workmanlike manner in accordance with the plans, specifications and cost information provided herein. It is also assumed that the proposed facility is in-compliance with all municipal bylaws and with any other governmental agency having jurisdiction over the subject.**

## **APPENDICES**

### **APPENDIX A:**

ASSUMPTIONS & LIMITING CONDITIONS

### **APPENDIX B:**

MPAC PROPERTY DETAIL REPORT

### **APPENDIX C:**

INVOICE FROM TILBURY GARDENS

### **APPENDIX D:**

MPAC PROPERTY DETAIL REPORT

### **APPENDIX E:**

CERTIFICATION

**APPENDIX A**  
**ASSUMPTIONS & LIMITING CONDITIONS**

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## ASSUMPTIONS & LIMITING CONDITIONS

1. This report has been prepared for Mr. John Gerges to estimate the “***As-If-Completed***” Market Value of the subject property for conventional first mortgage refinancing purposes only. It is not reasonable for any person other than the person or those to whom this report is addressed to rely upon this appraisal without first obtaining written authorization from Mpire Real Estate Appraisers & Consultants and the author(s) of this report. This report has been prepared on the assumption that no other person will rely on it for any other purpose and all liability to all such persons is denied.
2. This report has been prepared for the exclusive and confidential use of the client as named herein and for the specific purpose and function as stated herein. All copyright is reserved to the author(s) and this report is considered confidential by the author(s) and the client. Possession of this report, or a copy thereof, does not carry with it the right to reproduction or publication in any manner, in whole or in part, nor may it be disclosed, quoted from or referred to in any manner, in whole or in part, without the prior written consent and approval of the author as to the purpose, form and content of any such disclosure, quotation or reference. Without Limiting the generality of the foregoing, neither all nor any part of the contents of this report shall be disseminated or otherwise conveyed to the public in any manner whatsoever or through any media whatsoever or disclosed, quoted from or referred to in any report, financial statement, prospectus, or offering memorandum of the client, or in any documents filed with any governmental agency without the prior written consent and approval of the author as to the purpose, form and content of such dissemination, disclosure, quotation or reference.
3. The estimated market rent for units of the property, which is the subject of this appraisal report, pertains to the Leasehold Interests that are typical and prevalent for similar rental units in the market as at the effective date of this report.
4. The concept of market value presumes reasonable exposure. The exposure period is the estimated length of time the asset being valued would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of valuation. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. The reasonable exposure period is a function not only of time and effort, but will depend on the type of asset being valued, the state of the market at the date of valuation and the level at which the asset is priced. (The estimated length of the exposure period needed to achieve the estimated market value is set forth in the Letter of Transmittal, prefacing this report).
5. The estimate of value contained in this report is founded upon a thorough and diligent examination and analysis of information gathered and obtained from numerous sources. Certain information has been accepted at face value; especially if there was no reason to doubt its accuracy. Other empirical data required interpretative analysis pursuant to the objective of this appraisal. Certain inquiries were outside the scope of this mandate. For these reasons, the analyses, opinions and conclusions contained in this report are subject to the following Contingent and Limiting conditions.



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6. The property has been valued on the basis that title to the real estate herein appraised is good and marketable.
  7. The author of this report cannot accept responsibility for legal matters, questions of survey, opinions of title, hidden or unapparent conditions of the property, toxic wastes or contaminated materials, soil or sub-soil conditions, environmental, engineering or other technical matters that might render this property more or Less valuable than as stated herein. If it came to our attention as the result of our investigation and analysis that certain problems may exist, a cautionary note has been entered in the body of the report.
  8. The legal description of the property and the area of the site were obtained from the Registry Office. Further, the plans and sketches contained in this report are included solely to aid the recipient in visualizing the location of the property, the configuration and boundaries of the site and the relative position of the improvements on the said Lands.
  9. The property has been valued on the basis that the real estate is free and clear of all value influencing encumbrances, encroachments, restrictions or covenants except as may be noted in this report and that there are no pledges, charges, liens or special assessments outstanding against the property other than as stated and described herein.
  10. The property has been valued on the basis that there are no outstanding Liabilities except as expressly noted herein, pursuant to any agreement with a municipal or other government authority, pursuant to any contract or agreement pertaining to the ownership and operation of the real estate or pursuant to any lease or agreement to Lease, which may affect the stated value or saleability of the subject property or any portion thereof.
  11. The interpretation of the leases and other contractual agreements if any, pertaining to the operation and ownership of the property, as expressed herein, is solely the opinion of the author and should not be construed as a legal interpretation. Further, the summaries of these contractual agreements, which appear in the Addenda, are presented for the sole purpose of giving the reader an overview of the salient facts thereof.
  12. The property has been valued on the basis that the real estate complies in all material respects with any restrictive covenants affecting the site and has been built and is occupied and being operated, in all material respects, in full compliance with all requirements of law, including all zoning, land use classification, building, planning, fire and health by-laws, rules, regulations, orders and codes of all federal, provincial, regional and municipal governmental authorities having jurisdiction with respect thereto. (It is recognized there may be work orders or other notices of violation of Law outstanding with respect to the real estate and that there may be certain requirements of law preventing occupancy of the real estate as described in this report. However, such circumstances have not been accounted for in the appraisal process).

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13. Investigations have been undertaken in respect of matters that regulate the use of land. However, no inquiries have been placed with the fire department, the building inspector, the health department or any other government regulatory agency, unless such investigations are expressly represented to have been made in this report. The subject property must comply with such regulations and, if it does not comply, its non-compliance may affect the market value of this property. To be certain of such compliance, further investigations may be necessary.
  14. It is imperative that the reader or any other interested party be aware that the Appraiser did not inspect the premises for fire detection or smoke detection systems, or for the presence of carbon monoxide detectors, nor did the Appraiser inspect the condition of such equipment, if present. The Appraiser takes no responsibility whatsoever for the Lack of, or condition of, detection devices that may be located on the premises, nor does the Appraiser warrant compliance in any manner of such equipment, if present.
  15. The property has been valued on the basis that there is no action, suit, proceeding or investigation pending or threatened against the real estate or affecting the titular owners of the property, at Law or in equity or before or by any federal, provincial or municipal department, commission, board, bureau, agency or instrumentality which may adversely influence the value of the real estate herein appraised.
  16. The property has been valued on the basis that all leases, agreements to lease, or other contractual agreements relating to the terms and conditions of the tenants' occupation of space within the subject property are fully enforceable, notwithstanding that such documentation may not be fully executed by the parties thereto as at the date of this appraisal.
  17. The property has been valued on the basis that all rents referred to in this report are being paid in full and when due and payable under the terms and conditions of the attendant leases, agreements to lease or other contractual agreements. Further, it is assumed that all rents referred to in this report represent the rental arrangements stipulated in the leases, agreements to lease or other contractual agreements pertaining to the tenants' occupancy, to the extent that such rents have not been prepaid, abated, or inflated to reflect extraordinary circumstances, and are full enforceable notwithstanding that such documentation may not be fully executed by the parties thereto as at the date of this appraisal, unless such conditions have been identified and noted in this report.
  18. The data and statistical information contained herein were gathered from reliable sources and are believed to be correct. However, these data are not guaranteed for accuracy, even though every attempt has been made to verify the authenticity of this information as much as possible.

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19. The estimated market value of the property does not necessarily represent the value of the underlying shares, if the asset is so held, as the value of the share could be affected by other considerations. Further, the estimated market value does not include consideration of any extraordinary financing, rental or income guarantees, special tax considerations or any other atypical benefits which may influence the ordinary market value of the property, unless the effects of such special conditions, and the extent of any special value that may arise there from, have been described and measured in this report.
  20. Should title to the real estate presently be held (or changed to a holding) by a partnership, in a joint venture, through a Co-tenancy arrangement or by any other form of divisional ownership, the value of any fractional interest associated therewith may be more or less than the percentage of ownership appearing in the contractual agreement pertaining to the structure of such divisional ownership. For the purposes of our valuation, we have not made any adjustment for the value of a fractional interest.
  21. In the event of syndication, the aggregate value of the limited partnership interests may be greater than the value of the freehold or fee simple interest in the real estate, by reason of the possible contributory value of non-realty interests or benefits such as provision for tax shelter, potential for capital appreciation, special investment privileges, particular occupancy and income guarantees, special financing or extraordinary agreements for management services.
  22. Unless otherwise noted, the estimated market value of the property referred to herein is predicated upon the condition that it would be sold on a cash basis to the vendor subject to any contractual agreements and encumbrances as noted in this report as-is and where-is, without any contingent agreements or caveats. Other financial arrangements, good or cumbersome, may affect the price at which this property might sell in the open market.
  23. Should the author of this report be required to give testimony or appear in court or at any administrative proceeding relating to this appraisal, prior arrangements shall be made therefore, including provisions for additional compensation to permit adequate time for preparation and for any appearances that may be required. However, neither this nor any other of these assumptions nor limiting conditions is an attempt to limit the use that might be made of this report should it properly become evidence in a judicial proceeding. In such a case, it is acknowledged that it is the judicial body which will decide the use of this report which best serves the administration of justice. Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without notice or warning, the estimate of market value expressed herein, as of the effective date of this appraisal, cannot necessarily be relied upon as of any other date without subsequent advice of the author of this report.
  24. The value expressed herein Reliance upon this appraisal report which results in a claim in negligence against our firm and/or our appraiser is limited to any unimpaired amount of valid and collectible Professional Liability Insurance coverage maintained by our firm and/or our appraiser to a maximum of any remaining policy limits or the loan amount, whichever is less, regardless of any limitation agreed to by our client.

25. The value expressed herein is in Canadian dollars.

26. This report is only valid if it bears the original signature(s) of the author(s).

These Assumptions and Limiting Conditions shall be read with all changes in number and gender as may be appropriate or required by the context or by the particulars of this mandate.

**APPENDIX B**  
**MPAC PROPERTY REPORT**

## Property Detail Report



Date: 2020-07-10



**Property Address:** 2 DUFFERIN ST S

**Municipality:** CHATHAM-KENT MUNICIPALITY

**Roll Number:** 365008000168000

### Base Sales & Assessment Data

#### Property Information:

**Property Type:** Commercial  
**Property Code & Description:** 421-Specialty automotive shop/auto repair/ collision service/car or truck wash  
**Assessment Roll Legal Description:** PLAN 191 PT LOT 22  
**Legal Description:** PART LOT 22, PLAN 191 AS IN 305265 EXCEPT PT. 5, 24R6818 ; CHATHAM-KENT

<b>Year Built:</b>	<b>Frontage(ft):</b>	81.76
<b>Number of Full Storeys:</b>	<b>Depth(ft):</b>	-
<b>Number of Partial Storeys:</b>	<b>Site Area(sq.ft.):</b>	8,276.40 Sq,Feet
	<b>Variance:</b>	Corner

#### Sale Information:

**Last Sale Date:** 19/09/2018  
**Last Sale Amount:** \$222,500

#### Valuation Information:

<b>Assessed Value on January 1, 2016*:</b>	\$164,000
<b>Assessed Value on January 1, 2012:</b>	\$162,000
<b>Taxation Year:</b>	<b>Phased-In Assessment</b>
2016	\$162,000
2017	\$162,500
2018	\$163,000
2019	\$163,500
2020	\$164,000**

NOTE: Under the Assessment Act a number of changes have been made to the property assessment system, which became effective in the 2005 property tax year. These changes include the introduction of a four-year assessment update and a phase-in of assessment increases. For more information regarding Assessment Updates visit [www.mpac.ca](http://www.mpac.ca)

\*Assessed Value is based on a January 1, 2016 Valuation Date.

\*\*Phased-In Assessment reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2019 Assessment Roll for the 2020 taxation year.

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**APPENDIX C**  
**INVOICE FROM TILBURY GARDENS**

**TILBURY GARDENS**

**INVOICE**

226-627-2624  
seandavid@hotmail.ca

7 Young St.  
Tilbury ON N0P2L0

Attention: John Gerges  
Mill Street Pharmacy  
15 Mill St.  
Tilbury ON N0P2L0  
Date: August 7, 2020

Project Title: 2 Dufferin St  
Project Description: Construct pharmacy and medical office  
Invoice Number: 1101

Description	Quantity	Unit Price	Cost
Source and Install HVAC, Air circulation and Ducts	1	\$28,000.00	\$28,000.00
Out and remove concrete floor for underground plumbing. Pour and level concrete floor, fill in floor drain	1	\$6,800.00	\$6,800.00
Install underground rough in, install above ground rough in rough in	1	\$8,524.61	\$8,524.61
Electrical retrofit of Electrical panel, install plug switches and lighting	1	\$8,500.00	\$8,500.00
		Subtotal	\$51,824.61
		Tax	13.00% \$6,737.20
		Total	\$58,561.81

Thank you for your business. It's a pleasure to work with you on your project.

Sincerely yours,

Sean David



**TILBURY GARDENS**

**INVOICE**

226-627-2524  
[seandavid@hotmail.ca](mailto:seandavid@hotmail.ca)  
7 Young St  
Tilbury ON N0P2L0

Attention: John Gergea  
Mill Street Pharmacy  
15 Mill Street  
Tilbury ON N0P2L0  
Date: 1/8/20  
Project Title: 2 Dufferin  
Project Description: Pharmacy and medical office  
Invoice Number: 1102

Description	Quantity	Unit Price	Cost
Frame 10'walls	1	\$8,000.00	\$8,000.00
Install insulation and drywall	1	\$12,500.00	\$12,500.00
Tape and mud drywall, prime seal all installed drywall, Paint walls	1	\$11,500.00	\$11,500.00
Paint and install baseboards and trim. Install vinyl laminate floors paint and install doors and hardware, install ceiling grid and tiles purchase sink for offices and washroom	1	\$20,500.00	\$20,500.00
		Subtotal	\$52,500.00
	Tax	13.00%	\$6,825.00
		Total	\$59,325.00

Thank you for your business. It's a pleasure to work with you on your project.

Sincerely yours,

Sean David.

**APPENDIX D**  
**MILLWORK QUOTATION**



## QUOTATION

DATE: August 06, 2020

PROJECT NAME: JM Westview Pharmacy Inc.

CLIENT NAME: John Gerges

PROJECT ADDRESS: 15 Mill St E. Tilbury, Ontario

### Statement of Work:

Milwork for new Pharmacy

### Milwork:

- \* To supply, delivery and install the following items (shop drawings to be approved)
  - o Main front counter 170" long with cabinetry, pull out trays, printer cabinetry, counters and transaction top, pick up area, fold up counter and swing gates
  - o Reception back counter and shelving
  - o Pick up area counter, reception base and uppers
  - o OTC 3 sides shelving unit 8ft height
  - o OTC cabinetry in front of reception
  - o Counter and uppers 10ft long with base cabinetry
  - o Base and uppers sink cabinet behind pick up counter
  - o otc counter, below medical reception window wall
  - o additional 8ft height x 3ft width x 10" depth shelving unit, on side wall, corridor to lunch room
  - o kitchenette, lunch room- L-shape 47.25 x 87.25, base cabinetry and counter top
  - o Travel, meals and hotel costs (if any)

Total FEES: \_\_\_\_\_ \$ 33,200 +HST (Thirty Three Thousand and Two Hundred Dollars)

PHONE: (416) 291-1111 • EMAIL: [info@matthewvincent.ca](mailto:info@matthewvincent.ca) • WEB: [www.matthewvincent.ca](http://www.matthewvincent.ca)



Assumptions

- Adequate space on site for storage of tools and materials
- The site is prepared cleaned and ready for installation of millwork items
- Disposal bins if required to be supplied by others
- Client will provide key and security access code so work can be completed at any hour of the day

Services and fees, as maybe required for out of scope work, are available based on the following hourly rate schedule and terms:

Service	Fee
Change Orders	Fixed rate
Principal	\$250/hour
Lead Designer	\$300/per site visit
Multi Skilled Trade	\$65/hour
Labour	\$40/hour
Licenced Electrician	\$105/hour
Licenced Plumber	\$105/hour

330 BRUNEL RD. MISSISSAUGA, ON L4Z2C2

PHONE 789 999 0155 • EMAIL SALES@MATTHEWVINCENT.CA • WEB MATTHEWVINCENT.CA



**Terms & Conditions:**

- Matthew Vincent Building Group (Hereinafter referred to as "MVBG") reserves the right to complete scopes of work using in house staff, including, but not limited to - Labourers, Site Supervision, Framing, Finish Carpentry, Insulation and any other trades needed to complete the scope of work.
- Materials and items purchased by MVBG to be billed at cost plus 10%
- MVBG reserves the right to halt work if payments are not completed as per progress billings
- The Services to be performed by MVBG are unique, complex and involve a large degree of interaction and discussion between Client, MVBG and project team members. The time required to complete the Services, or any portion thereof, may vary subject to the Client's availability, timely delivery of information to MVBG, unforeseen issues, design changes & modifications and other matters which generally affect the Services.
- Because of any such change to Services, the MVBG will have the ability to alter any schedules and/or costs as a result, in its sole discretion. Any such changes will be made in writing with reference to this Agreement (Hereinafter referred to as "Change Orders"). In the event Change Orders are needed, the parties will do so in writing describing the scope, the fee structure and schedule for that specific work.
- MVBG reserves the right to invoice clients (according to fee structure) for delays in project due to, but not limited to: Finalizing approvals and missed deadlines of finishes and materials, Interior Designer sign offs and neglecting contract payment terms.
- In the case an options item affects the current scope of fixed portion items, the additionally work will be treated as a change order.
- Change order must be approved in the form of writing by client prior to completion (verbal will not be accepted)
- All deposits are non refundable
- Pricing does not include moving of furniture, cabinetry and other items in spaces where construction will be completed
- In consideration of the Services by the MVBG to the Client under this Agreement, the Client agrees that any and all claims which the Client has or hereafter may have against MVBG in any way arising out of or related to MVBG's duties and responsibilities pursuant to this Agreement, whether such claims arise in contract or in tort, shall be limited to the amount of \$2,000,000.00 (being the amount of the MVBG's professional indemnity insurance claims limit).
- Pricing does not include final cleaning by professional cleaning company. To be quoted and approved at time of project completion
- The above quoted fees and hourly rates are valid for 14 days from the date of this proposal.
- The undersigned agrees that if a 20% progress payment (Prior to site delivery) is not made within 30 days, MVBG retains to right to cancel the contract without issuance of a refund or supply of any labour and materials associated.
- Pricing is only applicable to payments made via cheque, draft or money transfer, a 3% fee is charged if credit card is to be used.
- Applicable taxes will be added to all fees and expenses.



Terms of payment are:  
60% Deposit due upon acceptance  
20% To be issued PRIOR to site delivery  
20% Upon completion

Project start date:  
August 7 2020  
Estimated On site Date:  
August 28 2020

Yours truly,

Matthew Rabba

This consulting agreement contains the entire understanding of the parties relating to the subject matter described in this agreement, and there are no representations, inducements, promises or agreements between the parties except as specifically set forth in this agreement. This consulting agreement represents the entire agreement between the Parties and supersedes prior negotiations, representation or agreements, either written or oral. The Client acknowledges having received, read and understood the terms of this agreement and being given sufficient opportunity to obtain independent legal advice and being advised by the Matthew Vincent Building Group to do so.

Signature  Signature: \_\_\_\_\_

Client Name: John Gerges Client Name: \_\_\_\_\_

Date: August 7, 2020 Date: \_\_\_\_\_

330 BRUNEL RD. MISSISSAUGA, ON L4Z2C2  
PHONE 289 999-0155 • EMAIL SALES@MATTHEWVINCENT.CA • WEB MATTHEWVINCENT.CA

**APPENDIX E**  
**CERTIFICATE**

---

**Re: 2 Dufferin Street South, Tilbury, Ontario**

---

I certify, that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice and with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute of Canada (A.I.C.).
- I made a personal inspection of the subject property on July 7, 2020.
- I have the knowledge and experience to complete the assignment competently.
- The Appraisal Institute of Canada has a Mandatory Recertification Program for designated members. As of the date of this report, I have fulfilled the requirements of the program.
- No other person provided significant professional assistance in the preparation of this report. The value estimate contained in this report applies as at the Effective Date of valuation as defined within the body of this report.

Based on our analysis, the prospective “**As-If-Complete**” market value of the appraised property subject to the underlying contingent and limiting conditions outlined herein as of July 7, 2020, was:

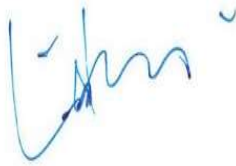
**(\$410,000.00)**

**FOUR HUNDRED & TEN THOUSAND DOLLARS**

**The value provided herein is a prospective “As-If-completed” Value assuming that the proposed medical clinic and pharmacy facility has been fully completed in a good workmanlike manner in accordance with the plans, specifications and cost information provided herein. It is also assumed that the proposed facility is in-compliance with all municipal bylaws and with any other governmental agency having jurisdiction over the subject.**



The coronavirus pandemic is causing a significant degree of uncertainty in capital markets and could have an effect on real estate values depending on the duration and severity of the crisis. Values contained in this appraisal are based on market conditions as at the time of this report. This appraisal does not provide a prediction of future values. In the event of market instability and/or disruption, values may change rapidly, and such potential future events have been NOT been considered in this report. As this appraisal does not and cannot consider any changes to the property appraised or market conditions after the effective date, readers are cautioned in relying on the appraisal after the effective date noted herein.



Per \_\_\_\_\_  
**WITMAN AU YEUNG, AACI, P App**  
**Senior Commercial Appraiser**

Dated: August 21, 2020

# **APPENDIX 5**

## Mukul Manchanda

---

**From:** John Gerges <john.gerges01@gmail.com>  
**Sent:** October 27, 2020 5:58 PM  
**To:** Mukul Manchanda  
**Cc:** Edmond Lamek  
**Subject:** Global picture

Hello sir,

I hope all is well. Please find global summary as discussed earlier if deals we're working on.

### **Telus revoked stores:**

1. JM westview: Samir had proposed purchasing the files and moving to obtain new Telus number.
2. Cooksville: Samir had proposed purchasing the files and moving to obtain new Telus number.
3. Brighton: Anoop had proposed purchase and moving to obtain new Telus number. Anoop trying to obtain alternative financing.
4. Brimley pharmacy: only 7 years remaining on the lease. Landlord will not give extension. Previously told Rofael any assignment he will add a demolition clause enforced with 6 months notice. He is already demolishing other half of the plaza to build town homes. (Short lease and huge risk of demolition may not bring good offers). \* proposed downpayment method
5. Apothecary pharmacy: Essam Siha might still be interested to pursue. \*proposed downpayment method
6. Toronto Surrey: main store Sandra works at, literally her whole life. \*Proposed payout perhaps?
7. River hill & westway: \* Proposed downpayment method
8. Bless Hui & ST. Mary theotokos: \* proposed downpayment method
9. Stoney creek pharmacy: \*proposed downpayment method
10. JG Windsor inc. & pharmacy: speaking to a local pharmacist in pharmacist to purchase both & realize the equity, all proceeds to cwb. Buyer currently trying to arrange financing.

### **Non-Telus issues:**

1. Maple Medi: buyers have been worried the same pharmacists work down the street. I have a great relationship with them, store has been doing better \*proposed downpayment method
2. Agincourt Pharmacy: tentative closing date November 5. Landlord very difficult, \$25,000 assignment fee, we are almost there !
3. Supercare & charter: Anoop interested. Any alternative buyer though, ready to go!
4. Olde walkerville: khan is ready with his own money in hand, I know cwb not Comfortable pursuing this, but the case can go parallel with this closing, no problem. This is best for everyone, the quicker the deal gets done the better for everyone.

I hope this helps. Anything I can do to help honestly .. just to protect my wife and family please. We just want to preserve the value and get maximum return please.

Regards,  
John g

# **APPENDIX 6**

PROPERTY DESCRIPTION: PART LOT 22, PLAN 191 AS IN 305265 EXCEPT PT. 5, 24R6818 ; CHATHAM-KENT

PROPERTY REMARKS:

ESTATE/QUALIFIER:  
FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:  
DIVISION FROM 00803-0035

PIN CREATION DATE:  
2001/09/04

OWNERS' NAMES  
JG TILBURY INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2001/09/04 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1994/02/07 **						
305265	1976/10/29	TRANSFER		*** COMPLETELY DELETED ***	HUGH WHITLOCK MOTORS LIMITED	
LT21321	1998/08/17	APL CH NAME OWNER		*** COMPLETELY DELETED *** HUGH WHITLOCK MOTORS LIMITED	THE GARY MACKIE ORGANIZATION INC.	
LT37909	2002/06/19	TRANSFER		*** COMPLETELY DELETED *** THE GARY MACKIE ORGANIZATION INC.	RIVAIT, CRAIG DONALD RIVAIT, NICOLE COLETTE	
LT44749	2003/10/17	NOTICE AGREEMENT		RIVAIT, CRAIG RIVAIT, NICOLE COLETTE	THE CORPORATION OF THE MUNICIPALITY OF CHATHAM-KENT	C
CK149486	2018/09/19	TRANSFER	\$222,500	RIVAIT, CRAIG DONALD RIVAIT, NICOLE COLETTE	JG TILBURY INC.	C
CK149487	2018/09/19	CHARGE	\$120,000	JG TILBURY INC.	COUREY, PAUL COUREY DENTISTRY PROFESSIONAL CORPORATION FAHRINGER, MARILYN	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

# CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>	<b>Incorporation Date</b>
2653919	JG TILBURY INC.	2018/09/06
		<b>Jurisdiction</b>
		ONTARIO
<b>Corporation Type</b>	<b>Corporation Status</b>	<b>Former Jurisdiction</b>
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
<b>Registered Office Address</b>		<b>Date Amalgamated</b>
2 DUFFERIN STREET		NOT APPLICABLE
		<b>Amalgamation Ind.</b>
		NOT APPLICABLE
TILBURY ONTARIO CANADA N0P 2L0		<b>New Amal. Number</b>
		NOT APPLICABLE
		<b>Notice Date</b>
		NOT APPLICABLE
<b>Mailing Address</b>		<b>Letter Date</b>
2 DUFFERIN STREET		NOT APPLICABLE
		<b>Revival Date</b>
		NOT APPLICABLE
TILBURY ONTARIO CANADA N0P 2L0		<b>Continuation Date</b>
		NOT APPLICABLE
		<b>Transferred Out Date</b>
		NOT APPLICABLE
		<b>Cancel/Inactive Date</b>
		NOT APPLICABLE
		<b>EP Licence Eff.Date</b>
		NOT APPLICABLE
		<b>EP Licence Term.Date</b>
		NOT APPLICABLE
		<b>Date Commenced in Ontario</b>
		NOT APPLICABLE
		<b>Date Ceased in Ontario</b>
		NOT APPLICABLE
<b>Activity Classification</b>	<b>Number of Directors</b>	
NOT AVAILABLE	<b>Minimum</b>	<b>Maximum</b>
	00001	00010
		<b>Date Commenced in Ontario</b>
		NOT APPLICABLE
		<b>Date Ceased in Ontario</b>
		NOT APPLICABLE

# CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2653919	JG TILBURY INC.

Corporate Name History	Effective Date
JG TILBURY INC.	2018/09/06

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator: Name (Individual / Corporation)	Address
DIEP NGUYEN	2088 LAWRENCE AVENUE WEST Suite # 309 TORONTO ONTARIO CANADA M9N 3Z9

Date Began	First Director	
2020/07/29	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y



# CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>
2653919	JG TILBURY INC.

<b>Administrator: Name (Individual / Corporation)</b>	<b>Address</b>
DIEP NGUYEN	2088 LAWRENCE AVENUE WEST  <b>Suite # 309</b> TORONTO ONTARIO CANADA M9N 3Z9

<b>Date Began</b>	<b>First Director</b>	<b>Resident Canadian</b>
2020/07/29	NOT APPLICABLE	
<b>Designation</b>	<b>Officer Type</b>	
OFFICER	PRESIDENT	

<b>Administrator: Name (Individual / Corporation)</b>	<b>Address</b>
DIEP NGUYEN	2088 LAWRENCE AVENUE WEST  <b>Suite # 309</b> TORONTO ONTARIO CANADA M9N 3Z9

<b>Date Began</b>	<b>First Director</b>	<b>Resident Canadian</b>
2020/07/29	NOT APPLICABLE	
<b>Designation</b>	<b>Officer Type</b>	
OFFICER	SECRETARY	

# CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2653919	JG TILBURY INC.

Administrator: Name (Individual / Corporation)	Address
DIEP NGUYEN	2088 LAWRENCE AVENUE WEST  Suite # 309 TORONTO ONTARIO CANADA M9N 3Z9

Date Began	First Director	Resident Canadian
2020/07/29	NOT APPLICABLE	
Designation	Officer Type	
OFFICER	TREASURER	

# CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2653919	JG TILBURY INC.

## Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2020/07/31 (ELECTRONIC FILING)

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

**ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.**

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

# CORPORATION POINT IN TIME REPORT **As of: 2020/07/31**

Ontario Corp Number	Corporation Name	Incorporation Date	
2653919	JG TILBURY INC.	2018/09/06	
		Jurisdiction	
		ONTARIO	
Corporation Type	Corporation Status	Former Jurisdiction	
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE	
Registered Office Address	Date Amalgamated	Amalgamation Ind.	
2 DUFFERIN STREET	NOT APPLICABLE	NOT APPLICABLE	
TILBURY ONTARIO CANADA N0P 2L0	New Amal. Number	Notice Date	
	NOT APPLICABLE	NOT APPLICABLE	
Mailing Address	Letter Date		
2 DUFFERIN STREET	NOT APPLICABLE		
TILBURY ONTARIO CANADA N0P 2L0	Revival Date	Continuation Date	
	NOT APPLICABLE	NOT APPLICABLE	
	Transferred Out Date	Cancel/Inactive Date	
	NOT APPLICABLE	NOT APPLICABLE	
	EP Licence Eff.Date	EP Licence Term.Date	
	NOT APPLICABLE	NOT APPLICABLE	
	Number of Directors Minimum      Maximum	Date Commenced in Ontario	Date Ceased in Ontario
	00001      00010	NOT APPLICABLE	NOT APPLICABLE
Activity Classification			
NOT AVAILABLE			

# CORPORATION POINT IN TIME REPORT

**As of: 2020/07/31**

**Ontario Corp Number**

**Corporation Name**

2653919

JG TILBURY INC.

**Corporate Name History**

**Effective Date**

JG TILBURY INC.

2018/09/06

**Current Business Name(s) Exist:**

NO

**Expired Business Name(s) Exist:**

NO

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

**Address**

DIEP  
NGUYEN

2088 LAWRENCE AVENUE WEST  
  
Suite # 309  
TORONTO  
ONTARIO  
CANADA M9N 3Z9

**Date Began**

**First Director**

2020/07/29

NOT APPLICABLE

**Designation**

**Officer Type**

**Resident Canadian**

DIRECTOR

Y

# CORPORATION POINT IN TIME REPORT **As of: 2020/07/31**

**Ontario Corp Number**

**Corporation Name**

2653919

JG TILBURY INC.

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

**Address**

DIEP  
NGUYEN

2088 LAWRENCE AVENUE WEST  
  
**Suite # 309**  
TORONTO  
ONTARIO  
CANADA M9N 3Z9

**Date Began**  
2020/07/29

**First Director**  
NOT APPLICABLE

**Designation**                      **Officer Type**  
OFFICER                              PRESIDENT

**Resident Canadian**

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

**Address**

DIEP  
NGUYEN

2088 LAWRENCE AVENUE WEST  
  
**Suite # 309**  
TORONTO  
ONTARIO  
CANADA M9N 3Z9

**Date Began**  
2020/07/29

**First Director**  
NOT APPLICABLE

**Designation**                      **Officer Type**  
OFFICER                              SECRETARY

**Resident Canadian**

# CORPORATION POINT IN TIME REPORT **As of: 2020/07/31**

**Ontario Corp Number**

**Corporation Name**

2653919

JG TILBURY INC.

**Active Administrator:**

**Name (Individual / Corporation)**

**Address**

DIEP  
NGUYEN

2088 LAWRENCE AVENUE WEST  
  
**Suite # 309**  
TORONTO  
ONTARIO  
CANADA M9N 3Z9

**Date Began**

**First Director**

2020/07/29

NOT APPLICABLE

**Designation**

**Officer Type**

**Resident Canadian**

OFFICER

TREASURER

## Inactive Administrators Reported on 2020/07/31 CIA Form 1 Filing

**Inactive Administrator:**

**Name (Individual / Corporation)**

**Address**

JOHN  
GERGES

676 SHEPPARD AVENUE EAST  
  
**Suite # 703**  
NORTH YORK  
ONTARIO  
CANADA M2K 3E7

**Date Began**

**Date Ceased**

**First Director**

2018/09/06

2020/07/29

NOT APPLICABLE

**Designation**

**Officer Type**

**Resident Canadian**

DIRECTOR

Y

# CORPORATION POINT IN TIME REPORT

**As of: 2020/07/31**

**Ontario Corp Number**

**Corporation Name**

2653919

JG TILBURY INC.

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

**Address**

JOHN  
GERGES

676 SHEPPARD AVENUE EAST  
  
**Suite # 703**  
NORTH YORK  
ONTARIO  
CANADA M2K 3E7

**Date Began**

**Date Ceased**

**First Director**

2018/09/06

2020/07/29

NOT APPLICABLE

**Designation**

**Officer Type**

**Resident Canadian**

OFFICER

PRESIDENT

Y

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

**Address**

JOHN  
GERGES

676 SHEPPARD AVENUE EAST  
  
**Suite # 703**  
NORTH YORK  
ONTARIO  
CANADA M2K 3E7

**Date Began**

**Date Ceased**

**First Director**

2018/09/06

2020/07/29

NOT APPLICABLE

**Designation**

**Officer Type**

**Resident Canadian**

OFFICER

SECRETARY

Y



# CORPORATION POINT IN TIME REPORT

## As of: 2020/07/31

**Ontario Corp Number**

**Corporation Name**

2653919

JG TILBURY INC.

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

**Address**

JOHN  
GERGES

676 SHEPPARD AVENUE EAST  
  
Suite # 703  
NORTH YORK  
ONTARIO  
CANADA M2K 3E7

**Date Began**

**Date Ceased**

**First Director**

2018/09/06

2020/07/29

NOT APPLICABLE

**Designation**

**Officer Type**

**Resident Canadian**

OFFICER

TREASURER

Y

# CORPORATION POINT IN TIME REPORT **As of: 2020/07/31**

**Ontario Corp Number**

2653919

**Corporation Name**

JG TILBURY INC.

**Last Document Recorded**

<b>Act/Code</b>	<b>Description</b>	<b>Form</b>	<b>Date</b>
CIA	CHANGE NOTICE	1	2020/07/31 (ELECTRONIC FILING)

**THIS REPORT SETS OUT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992 AND RECORDED ON THE ONTARIO BUSINESS INFORMATION SYSTEM UP TO THE "AS OF DATE" INDICATED ON THE REPORT. ALL CURRENT DIRECTORS AND OFFICERS ARE INCLUDED AS ACTIVE ADMINISTRATORS.**

**ALL DIRECTORS AND OFFICERS REPORTED CEASED VIA A *CORPORATIONS INFORMATION ACT* DOCUMENT FILED ON THE "AS OF DATE" OF THIS REPORT, ARE INCLUDED AS INACTIVE ADMINISTRATORS.**

**ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON THE MICROFICHE.**

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

# **APPENDIX 7**



January 26, 2021

**Sent via Email to [john.gerges01@gmail.com](mailto:john.gerges01@gmail.com)**

John Gerges

**Re: In the Matter of the Receivership of JM Westview Pharma Inc. o/a Mill Street Pharmacy (“Mill Street Pharmacy” or the “Debtor”)**

Dear Sir,

As you are aware msi Spergel inc. was appointed as receiver (the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of the Debtor pursuant to the order (the “**Receivership Order**”) of Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on January 26, 2021 (the “**Date of Appointment**”). A copy of the Receivership Order is enclosed herein.

The Receiver understands that the Debtor operated from a leased premises located at 15 Mill Street East, Tilbury, ON (the “**Mill Street Premises**”).

Pursuant to paragraph 4 (a) of the Receivership Order, the Receiver is empowered to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property. Further, pursuant to paragraph 5 of the Receivership Order, the Debtor and all of its current and former directors, amongst others, are required to forthwith advise the Receiver of the existence of any Property in such Person’s possession or control and are required to grant immediate and continued access to the Property to the Receiver and are required to deliver all such Property to the Receiver upon the Receiver’s request. Accordingly, the Receiver is asking that you advise the Receiver of the existence of any Property in your control and provide access to the Mill Street Premises on an urgent basis. The Receiver is available tomorrow or on January 28<sup>th</sup>, 2021 with 4 hour notice to attend at the Mill Street Pharmacy. Please also provide the contact information for the landlord of the Mill Street Pharmacy.

In addition, pursuant to paragraph 6 of the Receivership Order, all Persons (as defined in the Receivership Order) are required to advise the Receiver of the existence of the Records (as defined in the Receivership Order) in that Person’s possession or control and is required to deliver the Records or allow the Receiver to make, retain and take away copies of such Records. Accordingly, the Receiver is asking that you deliver or provide access to the Records including but not limited to:

- a) Bank statements of the Debtor for the 12 month period prior to the Date of Appointment;
- b) Copy of the accounting software of the Debtor;
- c) A general ledger for the period from January 1, 2020 to the Date of Appointment;
- d) A trial balance as at the Date of Appointment;
- e) Copy of the lease of the Mill Street Premises;
- f) Copies of invoices received from McKesson and/or K&F for the 12 month period prior to the Date of Appointment; and
- g) The computer containing the drug dispensing software (Fillware) of the Mill Street Pharmacy along with any passwords required to access same

Furthermore, the Receiver is asking that you advise the Receiver of the following:

- a) When did the Mill Street Pharmacy stop operating?
- b) What happened to the inventory of drugs on hand at the time of closing?
- c) What happened to the patient list / script count available to the Mill Street Pharmacy at the time of closing?

The Receiver trusts that you will give this matter your immediate attention. Please contact the undersigned to arrange the foregoing.

Yours truly,

**msi Spergel inc.,**  
solely in its capacity as the Court-Appointed  
Receiver of JM Westview Pharma Inc.  
and not in its personal or corporate capacity

Per:



Mukul Manchanda, CPA, CIRP, LIT  
Partner

Cc: [pgennis@spergel.ca](mailto:pgennis@spergel.ca)

# **APPENDIX 8**

## Mukul Manchanda

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**From:** Philip Gennis  
**Sent:** January 29, 2021 8:37 AM  
**To:** jason.azad@yahoo.ca  
**Cc:** Mukul Manchanda; Philip Gennis  
**Subject:** JM Westview Pharma Inc. o/a Mill Street Pharmacy  
**Attachments:** 51959856\_1\_Amended and Restated Receivership Order of Justice Cavanagh - January 26, 2021.PDF; 51959857\_1\_Order of Justice Cavanagh - Adding Respondents - January 26, 2021.PDF

Dear Dr. Azad,

Further to our telephone discussion earlier in the week we confirm our appointment as Court-Appointed Receiver over the above company. Copies of the Court orders are attached for your reference.

We understand that the company was until recently a tenant in your property located at 15 Mill Street, Tilbury, Ontario

We confirm our discussion, during which you advised that the Company was a month-to-month tenant and had vacated the leased premises sometime in January of this year.

We would appreciate being provided with a copy of the lease under which the company occupied your premises and a more detailed description of the circumstances surrounding the vacating of your property.

We are especially interested in learning:

1. The exact date that the premises were vacated;
2. Whether the tenant gave you any notice of its intention to leave and if so, when was that notice was given;
3. Were the premises vacated without notice to you;
4. Was there rent owing at the time the premises were abandoned;
5. Was anything left behind, such as fixtures, computers or books and records.

This information is vital to our investigation and we look forward to your reply. If you have any questions, please do not hesitate to reach out to me by telephone.

Thank you in advance for your cooperation.

**Philip Gennis**, J.D., CIRP, LIT

msi Spergel Inc. | Licensed Insolvency Trustees  
505 Consumers Road, Suite 200, North York, M2J 4V8  
T/F: 416-498-4325

[PGennis@spergel.ca](mailto:PGennis@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)

**Insolvency • Restructuring • Consulting**



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## Mukul Manchanda

---

**From:** Philip Gennis  
**Sent:** February 1, 2021 4:57 PM  
**To:** Mukul Manchanda  
**Cc:** Susan Downey  
**Subject:** Email from Tilbury Landlord.

See email below from Tilbury Landlord.

**Philip Gennis**, J.D., CIRP, LIT  
msi Spergel Inc. | Licensed Insolvency Trustees  
505 Consumers Road, Suite 200, North York, M2J 4V8  
T/F: 416-498-4325  
[PGennis@spergel.ca](mailto:PGennis@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)  
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**From:** Jason Azad <jason.azad@yahoo.ca>  
**Sent:** February 1, 2021 4:51 PM  
**To:** Philip Gennis <PGennis@spergel.ca>; Philip Gennis <PGennis@spergel.ca>  
**Cc:** Philip Gennis <PGennis@spergel.ca>  
**Subject:** Re: Mailing Address

The address is:

1670016 Ontario Inc.  
15 Mill Street East  
Tilbury, Ontario  
NOP 2L0

At the present time, there is nothing left in the pharmacy. No books or computers.

We have possession of the building now and have changed the locks.

Their lease had been month to month for over 2 years. They needed 1 month notice to vacate the premises. We sent them a letter early in December to vacate by January 31st. They left the building around the 15th of the month without notice.

They were supposed to pay rent for December but their rent cheque bounced. This was before we even sent them the letter to vacate. It seems that they had other plans.

Regards,



Dr. Jason Azad

[Sent from Yahoo Mail on Android](#)

On Mon., 1 Feb. 2021 at 1:56 p.m., Philip Gennis  
<[PGennis@spergel.ca](mailto:PGennis@spergel.ca)> wrote:

Dr. Azad,

Can you please provide me with your mailing address.

We are obliged to send notices to Landlords. We also require the full name of the building owner assuming that it is not you personally.

Thanks,

**Philip Gennis**, J.D., CIRP, LIT  
msi Spergel Inc. | Licensed Insolvency Trustees  
505 Consumers Road, Suite 200, North York, M2J 4V8  
T/F: 416-498-4325  
[PGennis@spergel.ca](mailto:PGennis@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)  
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# APPENDIX 9

(CL) BRIGHTON DRUG MART  
12 ELIZABETH ST  
BRIGHTON ON K0K 1H0

Account Number : 7038550
Customer Number : 620252
Last Automatic Payment :
Late Payment Charge :

**STATEMENT**

**Remit to**

McKesson Canada Corporation c/o T9631  
PO BOX 9631 STN A  
TORONTO ON M5W 1P8  
Tel 1-800-576-2380  
Fax 289-247-1174

The following invoices are current.

Invoice Number	Code	Invoice Date	Effective Date	Invoice Amount	Pmt. Terms	Discount Date	Discountable Amount	Discount Amount	Due Date	Gross Amount Due	
CK113020EFT	14	2020/11/30	2020/11/30	8.69					2020/11/30	8.69	
321758407	DR	2020/09/10	2020/11/27	22.81	UC16				2020/12/11	22.81	
321758408	DR	2020/09/10	2020/11/27	88.42	UC16				2020/12/11	88.42	
321934811	DR	2020/09/28	2020/11/27	165.81	UC16				2020/12/11	165.81	
322008043	DR	2020/10/05	2020/11/27	12.31	UN14				2020/12/11	12.31	
322501640	DR	2020/11/22	2020/11/27	25,306.07	UC16				2020/12/11	25,306.07	
322501641	DR	2020/11/22	2020/11/27	326.61	UN14				2020/12/11	326.61	
321791751	DR	2020/09/14	2020/12/11	58.32	UC16				2020/12/25	58.32	
321805071	DR	2020/09/15	2020/12/11	45.62	UC16				2020/12/25	45.62	
321816722	DR	2020/09/16	2020/12/11	45.62	UC16				2020/12/25	45.62	
321829519	DR	2020/09/17	2020/12/11	205.12	UC16				2020/12/25	205.12	
321829520	DR	2020/09/17	2020/12/11	99.89	UN14				2020/12/25	99.89	
321861385	DR	2020/09/21	2020/12/11	60.80	UC16				2020/12/25	60.80	
322661344	DG	2020/12/07	2020/12/11	-299.29	UN14				2020/12/25	-299.29	
322661345	DG	2020/12/07	2020/12/11	-23,052.73	UC16				2020/12/25	-23,052.73	
322661348	DG	2020/12/07	2020/12/11	-27.32	UN14				2020/12/25	-27.32	
322661349	DG	2020/12/07	2020/12/11	-832.63	UC16				2020/12/25	-832.63	
321934812	DR	2020/09/28	2020/12/25	44.62	UC16				2021/01/08	44.62	
321995207	DR	2020/10/04	2020/12/25	35.57	UC16				2021/01/08	35.57	
322008045	DR	2020/10/05	2020/12/25	22.24	UN14				2021/01/08	22.24	
322221316	DR	2020/10/26	2020/12/25	7.70	UN14				2021/01/08	7.70	
322069460	DR	2020/10/12	2021/01/08	45.18	UC16	2021/01/22	45.18	0.90	2021/01/22	45.18	
322108667	DR	2020/10/15	2021/01/08	41.28	UC16	2021/01/22	41.28	0.83	2021/01/22	41.28	
322145626	DR	2020/10/19	2021/01/08	51.86	UC16	2021/01/22	51.86	1.04	2021/01/22	51.86	
322186355	DR	2020/10/22	2021/01/08	41.24	UC16	2021/01/22	41.24	0.82	2021/01/22	41.24	
322186356	DR	2020/10/22	2021/01/08	51.70	UC16	2021/01/22	51.70	1.03	2021/01/22	51.70	
322501642	DR	2020/11/22	2021/01/08	25.65	UC16	2021/01/22	25.65	0.51	2021/01/22	25.65	
322661346	DG	2020/12/07	2021/01/08	-25.14	UC16	2021/01/22			2021/01/22	-25.14	
322907545	Y6	2021/01/04	2021/01/08	-27.94	UN14				2021/01/22	-27.94	
322194730	DR	2020/10/25	2021/01/22	366.33	UC16	2021/02/05	350.08	7.00	2021/02/05	366.33	
322221320	DR	2020/10/26	2021/01/22	42.93	UC16	2021/02/05	42.93	0.86	2021/02/05	42.93	
322235944	DR	2020/10/27	2021/01/22	114.05	UC16	2021/02/05	114.05	2.28	2021/02/05	114.05	
322235945	DR	2020/10/27	2021/01/22	66.04	UC16	2021/02/05	66.04	1.32	2021/02/05	66.04	
322262254	DR	2020/10/29	2021/01/22	28.59	UC16	2021/02/05	28.59	0.57	2021/02/05	28.59	
322262256	DR	2020/10/29	2021/01/22	58.50	UC16	2021/02/05	58.50	1.17	2021/02/05	58.50	
<b>Customer Number</b>				<b>620252</b>	<b>(CL) BRIGHTON DRUG MART</b>						<b>3,224.52</b>

**Customer**

(CL) BRIGHTON DRUG MART

Account Number : 7038550

Customer Number : 620252

**STATEMENT**

**Remit to**

McKesson Canada Corporation c/o T9631  
 PO BOX 9631 STN A  
 TORONTO ON M5W 1P8

Statement must be paid in full to receive discount			
Remit to: McKesson Canada Corporation c/o T9631 PO BOX 9631 STN A TORONTO ON M5W 1P8	<b>TOTAL</b>		
	<b>Gross Amount Due</b>	<b>Discount Amount</b>	<b>Net Due Amount</b>
	3,224.52	18.33	3,206.19

**Customer**

(CL) BRIGHTON DRUG MART

Account Number : 7038550

Customer Number : 620252

**STATEMENT**

**Remit to**

McKesson Canada Corporation c/o T9631  
PO BOX 9631 STN A  
TORONTO ON M5W 1P8

The following invoices will become effective on a future statement.

Invoice Number	Code	Invoice Date	Effective Date	Invoice Amount	Pmt. Terms	Discount Date	Discountable Amount	Discount Amount	Due Date	Gross Amount Due
322235941	FU	2020/10/27	2021/02/05	114.05	UC16	2021/02/19	114.05	2.28	2021/02/19	114.05
322491570	FU	2020/11/22	2021/02/19	5,950.97	UC16	2021/03/05	5,950.97	119.02	2021/03/05	5,950.97
322501643	FU	2020/11/22	2021/02/19	986.75	UC16	2021/03/05	986.75	19.74	2021/03/05	986.75
322504497	FU	2020/11/22	2021/02/19	-5,831.95	UC16	2021/03/05			2021/03/05	-5,831.95
322661347	FU	2020/12/07	2021/02/19	-809.69	UC16	2021/03/05			2021/03/05	-809.69
322661350	FU	2020/12/07	2021/02/19	-157.33	UC16	2021/03/05			2021/03/05	-157.33

**Customer Number 620252 (CL) BRIGHTON DRUG MART 252.80**

Statement must be paid in full to receive discount	<b>TOTAL</b>		
Remit to:	Gross Amount Due	Discount Amount	Net Due Amount
McKesson Canada Corporation c/o T9631 PO BOX 9631 STN A TORONTO ON M5W 1P8	252.80	141.04	111.76

**LEGEND - Invoice codes & Payment Terms**

14 Customer EFT	DG Customer credit memo
DR Customer invoice	Y6 Volume Rebates
FU Dating	

UC16 2% 14 Days, Net 14 Days      UN14 Net 14 Days

FUTURE	CURRENT	1 TO 15	16 TO 30	31 TO 45	46 TO 90	91 TO 180	OVER 181	Outstanding Balance
252.80	880.27	110.13	-23,696.60	25,922.03	8.69	0.00	0.00	3,477.32

(CL) PC5571 MILL STREET PHAR  
 15 MILL ST E  
 TILBURY ON N0P 2L0

Account Number : 7011421
Customer Number : 531277
Last Automatic Payment : 2020/12/31
1400515188 \$28,206.76
Late Payment Charge :

**STATEMENT**

**Remit to**

McKesson Canada Corporation c/o T9631  
 PO BOX 9631 STN A  
 TORONTO ON M5W 1P8  
 Tel 1-800-576-2380  
 Fax 289-247-1174

The following invoices are current.

Invoice Number	Code	Invoice Date	Effective Date	Invoice Amount	Pmt. Terms	Discount Date	Discountable Amount	Discount Amount	Due Date	Gross Amount Due
362373934	DR	2020/09/30	2020/12/31	886.38	UC18				2021/01/15	886.38
321966747	DR	2020/10/01	2020/12/31	21.52	UN15				2021/01/15	21.52
362383568	DR	2020/10/01	2020/12/31	121.12	UC18				2021/01/15	121.12
362386245	DR	2020/10/01	2020/12/31	1,127.63	UC18				2021/01/15	1,127.63
362399800	DR	2020/10/04	2020/12/31	774.57	UC18				2021/01/15	774.57
362412210	DR	2020/10/05	2020/12/31	1,192.88	UC18				2021/01/15	1,192.88
362422252	DR	2020/10/06	2020/12/31	303.93	UC18				2021/01/15	303.93
362426568	DR	2020/10/06	2020/12/31	1,261.09	UC18				2021/01/15	1,261.09
362434965	DR	2020/10/07	2020/12/31	276.02	UC18				2021/01/15	276.02
362438030	DR	2020/10/07	2020/12/31	1,006.17	UC18				2021/01/15	1,006.17
362446521	DR	2020/10/08	2020/12/31	20.90	UC18				2021/01/15	20.90
362448896	DR	2020/10/08	2020/12/31	943.09	UC18				2021/01/15	943.09
362459046	DR	2020/10/12	2020/12/31	23.33	UC18				2021/01/15	23.33
362461781	DR	2020/10/12	2020/12/31	266.79	UC18				2021/01/15	266.79
362476863	DR	2020/10/13	2020/12/31	676.93	UC18				2021/01/15	676.93
362484901	DR	2020/10/14	2020/12/31	23.33	UC18				2021/01/15	23.33
362487987	DR	2020/10/14	2020/12/31	1,302.95	UC18				2021/01/15	1,302.95
362497693	DR	2020/10/15	2020/12/31	14.17	UC18				2021/01/15	14.17
362500464	DR	2020/10/15	2020/12/31	314.16	UC18				2021/01/15	314.16
362654353	DR	2020/11/02	2020/12/31	58.68	UC18				2021/01/15	58.68
362691821	DR	2020/11/05	2020/12/31	19.45	UC18				2021/01/15	19.45
362703618	DR	2020/11/08	2020/12/31	17.56	UC18				2021/01/15	17.56
362741371	DR	2020/11/11	2020/12/31	66.51	UC18				2021/01/15	66.51
362918635	DR	2020/12/02	2020/12/31	540.61	UC18				2021/01/15	540.61
322636884	DR	2020/12/06	2020/12/31	13.54	UN15				2021/01/15	13.54
322650085	DR	2020/12/07	2020/12/31	35.46	UN15				2021/01/15	35.46
322664443	DR	2020/12/08	2020/12/31	9.19	UN15				2021/01/15	9.19
322676372	DR	2020/12/09	2020/12/31	9.19	UN15				2021/01/15	9.19
322736593	DR	2020/12/15	2020/12/31	278.59	UN15				2021/01/15	278.59
363029765	DR	2020/12/15	2020/12/31	78.24	UC18				2021/01/15	78.24
363039432	DR	2020/12/16	2020/12/31	612.56	UC18				2021/01/15	612.56
363041896	DR	2020/12/16	2020/12/31	1,097.19	UC18				2021/01/15	1,097.19
363050287	DG	2020/12/16	2020/12/31	-20.66	UC18				2021/01/15	-20.66
322762398	DR	2020/12/17	2020/12/31	752.73	UN15				2021/01/15	752.73
363051719	DR	2020/12/17	2020/12/31	51.68	UC18				2021/01/15	51.68
363054839	DR	2020/12/17	2020/12/31	427.76	UC18				2021/01/15	427.76
322781312	DR	2020/12/20	2020/12/31	16.08	UN15				2021/01/15	16.08
363064622	DR	2020/12/20	2020/12/31	357.39	UC18				2021/01/15	357.39
363067263	DR	2020/12/20	2020/12/31	2,591.12	UC18				2021/01/15	2,591.12
363078059	DR	2020/12/21	2020/12/31	288.58	UC18				2021/01/15	288.58
363081468	DR	2020/12/21	2020/12/31	2,816.77	UC18				2021/01/15	2,816.77

Account Number : 7011421

Customer Number : 531277

**Customer**

(CL) PC5571 MILL STREET PHAR

**STATEMENT**

**Remit to**

McKesson Canada Corporation c/o T9631  
 PO BOX 9631 STN A  
 TORONTO ON M5W 1P8

The following invoices are current.

Invoice Number	Code	Invoice Date	Effective Date	Invoice Amount	Pmt. Terms	Discount Date	Discountable Amount	Discount Amount	Due Date	Gross Amount Due
322807184	DR	2020/12/22	2020/12/31	313.77	UN15				2021/01/15	313.77
363094365	DR	2020/12/22	2020/12/31	3,899.87	UC18				2021/01/15	3,899.87
322822684	DR	2020/12/23	2020/12/31	105.11	UN15				2021/01/15	105.11
363103166	DR	2020/12/23	2020/12/31	8.24	UC18				2021/01/15	8.24
363105928	DR	2020/12/23	2020/12/31	1,559.92	UC18				2021/01/15	1,559.92
621316450	DR	2020/12/23	2020/12/31	27.36	UN15				2021/01/15	27.36
322837271	DR	2020/12/28	2020/12/31	631.53	UN15				2021/01/15	631.53
363115479	DR	2020/12/28	2020/12/31	145.68	UC18				2021/01/15	145.68
363119919	DR	2020/12/28	2020/12/31	1,677.52	UC18				2021/01/15	1,677.52
322852518	DR	2020/12/29	2020/12/31	701.89	UN15				2021/01/15	701.89
363133685	DR	2020/12/29	2020/12/31	355.63	UC18				2021/01/15	355.63
363136904	DR	2020/12/29	2020/12/31	1,022.51	UC18				2021/01/15	1,022.51
322865178	DR	2020/12/30	2020/12/31	395.37	UN15				2021/01/15	395.37
363145246	DR	2020/12/30	2020/12/31	12.07	UC18				2021/01/15	12.07
363147764	DR	2020/12/30	2020/12/31	1,780.56	UC18				2021/01/15	1,780.56
362513469	DR	2020/10/18	2021/01/15	1,181.46	UC18				2021/01/30	1,181.46
322136040	DR	2020/10/19	2021/01/15	10.40	UN15				2021/01/30	10.40
362525660	DR	2020/10/19	2021/01/15	425.92	UC18				2021/01/30	425.92
362535424	DR	2020/10/20	2021/01/15	73.35	UC18				2021/01/30	73.35
362537245	DR	2020/10/20	2021/01/15	379.72	UC18				2021/01/30	379.72
322161613	DR	2020/10/21	2021/01/15	116.16	UN15				2021/01/30	116.16
362545017	DR	2020/10/21	2021/01/15	57.40	UC18				2021/01/30	57.40
362548584	DR	2020/10/21	2021/01/15	225.05	UC18				2021/01/30	225.05
322177447	DR	2020/10/22	2021/01/15	8.90	UN15				2021/01/30	8.90
362561370	DR	2020/10/22	2021/01/15	786.89	UC18				2021/01/30	786.89
362571885	DR	2020/10/25	2021/01/15	34.88	UC18				2021/01/30	34.88
362577298	DR	2020/10/25	2021/01/15	530.64	UC18				2021/01/30	530.64
362585858	DR	2020/10/26	2021/01/15	70.96	UC18				2021/01/30	70.96
362588826	DR	2020/10/26	2021/01/15	66.01	UC18				2021/01/30	66.01
362604782	DR	2020/10/27	2021/01/15	487.48	UC18				2021/01/30	487.48
322239679	DR	2020/10/28	2021/01/15	42.97	UN15				2021/01/30	42.97
362614528	DR	2020/10/28	2021/01/15	395.35	UC18				2021/01/30	395.35
362624766	DR	2020/10/29	2021/01/15	155.50	UC18				2021/01/30	155.50
362627795	DR	2020/10/29	2021/01/15	425.17	UC18				2021/01/30	425.17
362791265	DR	2020/11/17	2021/01/15	29.62	UC18				2021/01/30	29.62
362840189	DR	2020/11/23	2021/01/15	66.49	UC18				2021/01/30	66.49
362852174	DR	2020/11/24	2021/01/15	25.01	UC18				2021/01/30	25.01
362864452	DR	2020/11/25	2021/01/15	83.45	UC18				2021/01/30	83.45
363094366	DR	2020/12/22	2021/01/15	540.61	UC18				2021/01/30	540.61
322881978	DR	2021/01/03	2021/01/15	59.89	UN15				2021/01/30	59.89
363159240	DR	2021/01/03	2021/01/15	569.59	UC18				2021/01/30	569.59
322893608	DR	2021/01/04	2021/01/15	72.87	UN15				2021/01/30	72.87
363169107	DR	2021/01/04	2021/01/15	32.05	UC18				2021/01/30	32.05
363172131	DR	2021/01/04	2021/01/15	1,783.66	UC18				2021/01/30	1,783.66
322910428	DR	2021/01/05	2021/01/15	219.60	UN15				2021/01/30	219.60
363185029	DR	2021/01/05	2021/01/15	2,260.21	UC18				2021/01/30	2,260.21
322922655	DR	2021/01/06	2021/01/15	209.11	UN15				2021/01/30	209.11
363197651	DR	2021/01/06	2021/01/15	904.15	UC18				2021/01/30	904.15
322938726	DR	2021/01/07	2021/01/15	160.73	UN15				2021/01/30	160.73
322946437	DG	2021/01/07	2021/01/15	-20.37	UC18				2021/01/30	-20.37

Account Number : 7011421

Customer Number : 531277

**STATEMENT**

**Customer**

(CL) PC5571 MILL STREET PHAR

**Remit to**

McKesson Canada Corporation c/o T9631  
PO BOX 9631 STN A  
TORONTO ON M5W 1P8

The following invoices are current.

Invoice Number	Code	Invoice Date	Effective Date	Invoice Amount	Pmt. Terms	Discount Date	Discountable Amount	Discount Amount	Due Date	Gross Amount Due
363209816	DR	2021/01/07	2021/01/15	1,369.60	UC18				2021/01/30	1,369.60
322956498	DR	2021/01/10	2021/01/15	81.91	UN15				2021/01/30	81.91
363220547	DR	2021/01/10	2021/01/15	474.57	UC18				2021/01/30	474.57
363223640	DR	2021/01/10	2021/01/15	457.58	UC18				2021/01/30	457.58
322968278	DR	2021/01/11	2021/01/15	662.17	UN15				2021/01/30	662.17
363236708	DR	2021/01/11	2021/01/15	1,358.31	UC18				2021/01/30	1,358.31
322982626	DR	2021/01/12	2021/01/15	628.59	UN15				2021/01/30	628.59
363249524	DR	2021/01/12	2021/01/15	1,272.39	UC18				2021/01/30	1,272.39
322994758	DR	2021/01/13	2021/01/15	243.96	UN15				2021/01/30	243.96
363262064	DR	2021/01/13	2021/01/15	2,500.99	UC18				2021/01/30	2,500.99
323007231	DR	2021/01/14	2021/01/15	703.64	UN15				2021/01/30	703.64
363271184	DR	2021/01/14	2021/01/15	84.25	UC18				2021/01/30	84.25
363273701	DR	2021/01/14	2021/01/15	2,047.12	UC18				2021/01/30	2,047.12
362642564	DR	2020/11/01	2021/01/31	185.44	UC18	2021/02/15	185.44	3.71	2021/02/15	185.44
362651729	DR	2020/11/02	2021/01/31	12.25	UC18	2021/02/15	10.84	0.22	2021/02/15	12.25
362654354	DR	2020/11/02	2021/01/31	507.78	UC18	2021/02/15	507.78	10.16	2021/02/15	507.78
362667826	DR	2020/11/03	2021/01/31	252.21	UC18	2021/02/15	252.21	5.04	2021/02/15	252.21
322315558	DR	2020/11/04	2021/01/31	20.48	UN15				2021/02/15	20.48
362679827	DR	2020/11/04	2021/01/31	149.76	UC18	2021/02/15	149.76	3.00	2021/02/15	149.76
362691822	DR	2020/11/05	2021/01/31	1,326.60	UC18	2021/02/15	1,326.60	26.53	2021/02/15	1,326.60
322347550	DR	2020/11/08	2021/01/31	5.20	UN15				2021/02/15	5.20
362701240	DR	2020/11/08	2021/01/31	110.72	UC18	2021/02/15	109.31	2.19	2021/02/15	110.72
362703619	DR	2020/11/08	2021/01/31	776.76	UC18	2021/02/15	771.93	15.44	2021/02/15	776.76
362716473	DR	2020/11/09	2021/01/31	790.14	UC18	2021/02/15	785.31	15.71	2021/02/15	790.14
322375792	DR	2020/11/10	2021/01/31	21.52	UN15				2021/02/15	21.52
362730865	DR	2020/11/10	2021/01/31	388.88	UC18	2021/02/15	388.88	7.78	2021/02/15	388.88
362741372	DR	2020/11/11	2021/01/31	293.37	UC18	2021/02/15	293.37	5.87	2021/02/15	293.37
362753324	DR	2020/11/12	2021/01/31	467.15	UC18	2021/02/15	467.15	9.34	2021/02/15	467.15
362763255	DR	2020/11/15	2021/01/31	23.33	UC18	2021/02/15	23.33	0.47	2021/02/15	23.33
362765527	DR	2020/11/15	2021/01/31	596.66	UC18	2021/02/15	596.66	11.93	2021/02/15	596.66
362918636	DR	2020/12/02	2021/01/31	160.71	UC18	2021/02/15	160.71	3.21	2021/02/15	160.71
362930763	DR	2020/12/03	2021/01/31	135.06	UC18	2021/02/15	135.06	2.70	2021/02/15	135.06
362943983	DR	2020/12/06	2021/01/31	8.78	UC18	2021/02/15	8.78	0.18	2021/02/15	8.78
362979911	DR	2020/12/09	2021/01/31	57.15	UC18	2021/02/15	57.15	1.14	2021/02/15	57.15
362991811	DR	2020/12/10	2021/01/31	44.34	UC18	2021/02/15	44.34	0.89	2021/02/15	44.34
363004750	DR	2020/12/13	2021/01/31	130.00	UC18	2021/02/15	130.00	2.60	2021/02/15	130.00
363136905	DR	2020/12/29	2021/01/31	1,713.26	UC18	2021/02/15	1,713.26	34.27	2021/02/15	1,713.26
363223641	DR	2021/01/10	2021/01/31	1,713.26	UC18	2021/02/15	1,713.26	34.27	2021/02/15	1,713.26
322968279	DR	2021/01/11	2021/01/31	7.51	UN15				2021/02/15	7.51
363307110	DG	2021/01/18	2021/01/31	-230.37	UC18	2021/02/15			2021/02/15	-230.37
323074868	DG	2021/01/20	2021/01/31	-32.07	UC18	2021/02/15			2021/02/15	-32.07
363330888	DG	2021/01/20	2021/01/31	-444.65	UC18	2021/02/15			2021/02/15	-444.65
323157210	23	2021/01/28	2021/01/31	100.00	UN15				2021/02/15	100.00
<b>Customer Number</b>		<b>531277</b>			<b>(CL) PC5571 MILL STREET PHAR</b>					<b>66,959.40</b>





(CL) PS668 BRIGHTON DRUG MART  
12 ELIZABETH ST  
BRIGHTON ON K0K 1H0

Account Number : 7030080
Customer Number : 595801
Last Automatic Payment :
Late Payment Charge :

**STATEMENT**

**Remit to**

McKesson Canada Corporation c/o T9631  
PO BOX 9631 STN A  
TORONTO ON M5W 1P8  
Tel 1-800-576-2380  
Fax 289-247-1174

The following invoices are current.

Invoice Number	Co de	Invoice Date	Effective Date	Invoice Amount	Pmt. Terms	Discount Date	Discountable Amount	Discount Amount	Due Date	Gross Amount Due	
326687746	DG	2019/04/24	2019/04/30	-729.89	UC18	2019/05/15			2019/05/15	-729.89	
326760419	DG	2019/05/01	2019/05/15	-271.38	UC18	2019/05/30			2019/05/30	-271.38	
321631892	DG	2020/08/27	2020/08/31	-1,526.38	UC18	2020/09/15			2020/09/15	-1,526.38	
322732345	DG	2020/12/14	2020/12/15	-198.72	UC18	2020/12/30			2020/12/30	-198.72	
<b>Customer Number</b>	<b>595801</b>		<b>(CL) PS668 BRIGHTON DRUG MART</b>						<b>-2,726.37</b>		

Statement must be paid in full to receive discount  Remit to: McKesson Canada Corporation c/o T9631 PO BOX 9631 STN A TORONTO ON M5W 1P8	<b>TOTAL</b>		
	<b>Gross Amount Due</b>	<b>Discount Amount</b>	<b>Net Due Amount</b>
	-2,726.37		-2,726.37

<b>LEGEND - Invoice codes &amp; Payment Terms</b>	
DG	Customer credit memo
UC18 2% 15 Days, Net 15 Days	

FUTURE	CURRENT	1 TO 15	16 TO 30	31 TO 45	46 TO 90	91 TO 180	OVER 181	Outstanding Balance
0.00	0.00	0.00	0.00	-198.72	0.00	-1,526.38	-1,001.27	-2,726.37

# **APPENDIX 10**

**19 Elizabeth Street, Brighton** [Suggest an address correction](#)



**Owner Name**  
19 ELIZABETH STREET  
INC.



**Last Sale**  
**\$415,000**  
Aug 24, 2020



**Lot Size**  
**60.27 ft**      **135.22 ft**  
Frontage                  Depth  
Measurements Available  
(See Site & Structure)



**Assessed Value**  
**\$197,000**  
Based on Jan 1, 2016

**Phased-In Value**  
**\$197,000**  
2021 Tax Year

**Legal Description**

PT LT 4, PL 52, BRIGHTON, BEING PT 1 39R13151 MUNICIPALITY OF BRIGHTON

**Property Details**



**GeoWarehouse Address**  
19 ELIZABETH STREET, BRIGHTON

**Land Registry Office**  
Northumberland (39)

**Owner Names**  
19 ELIZABETH STREET INC.

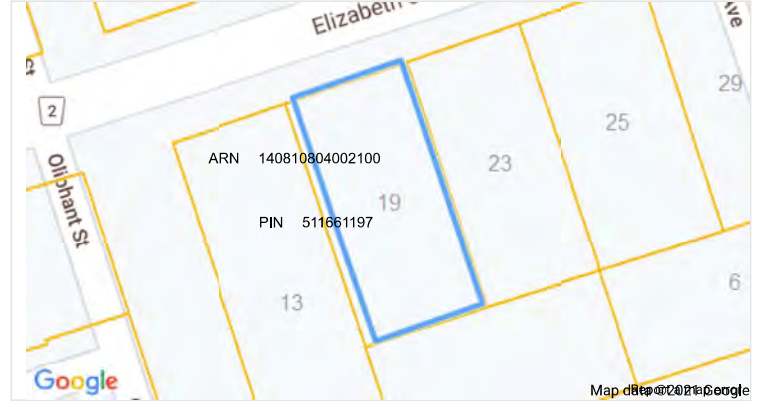
**Ownership Type**  
Freehold



**Land Registry Status**  
Active

**Registration Type**  
Certified (Land Titles)

**PIN**  
511661197

## Site & Structure



**Lot Size** | Area: 8,148.27 ft<sup>2</sup> (0.187 ac) | Perimeter: 390.42 ft  
 Measurements: 60.33 ft x 135.31 ft x 60.21 ft x 135.32 ft   
 Lot Measurement Accuracy: LOW 

**Assessment 1** | ARN : 140810804002100



**Site** | Frontage: 60.28 ft | Depth: 135.22 ft

**Structure** | Property Description: Residence with a commercial/industrial unit | Property Code: 303  
 Total Floor Area (above grade): [Click to purchase](#)

[Phased-In Value Click to purchase the 4-year Phase-in Report](#)

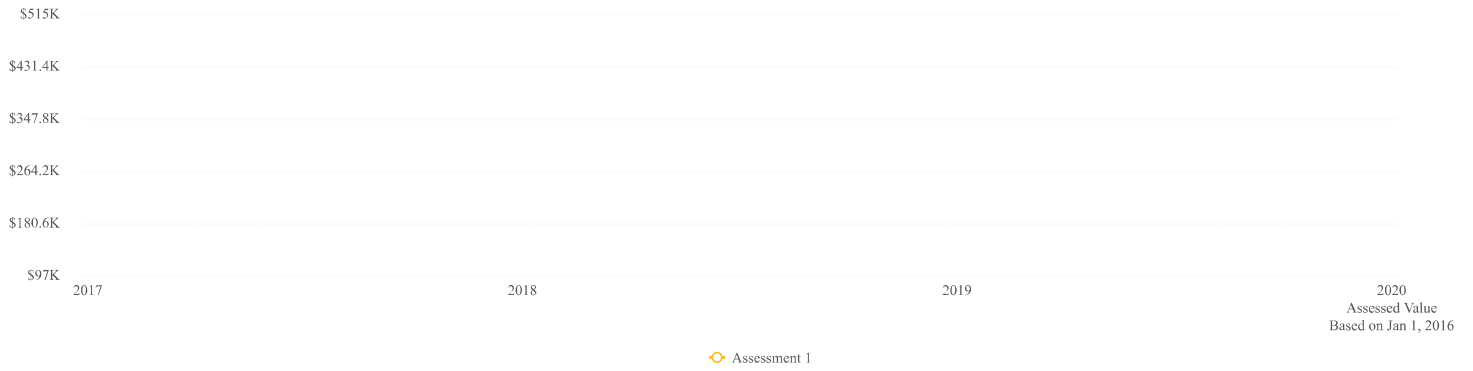
**Assessed Value**  
**\$197,000**  
 Based on Jan 1, 2016

## Valuation & Sales

### Sales History

Sale Date	Sale Amount	Type	Party To	Notes
Aug 24, 2020	\$415,000	Transfer	19 ELIZABETH STREET INC.;	
Sept 15, 2017	\$350,000	Transfer	RAYNER, DAPHNE CLAIR;	
March 21, 2012	\$125,000	Transfer	GRILLS, SARAH MARLENE; MCMURDO, MATTHEW LEIGH;	

## Assessed Value



## Demographics

Neighbourhood (NBH)

Community (COM)

City (CITY)

Neighbourhood: refers to the property's Dissemination Area as defined by Statistics Canada.

Community: refers to the property's Forward Sortation Area (FSA), the first 3 digits of the property's postal code.

City: refers to the property's Census Subdivision as defined by Statistics Canada.

For questions, please contact [GeoWarehouse.support@teranet.ca](mailto:GeoWarehouse.support@teranet.ca)

### Population

Total Population NBH **425** COM **117,710** CITY **12,793**

### Gender



### Family Status

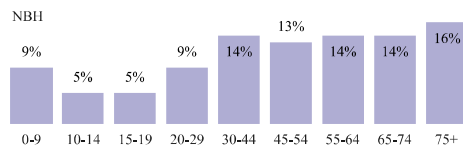


### Marital Status



Single	23%
Married	45%
Separated / Divorced	17%
Other	15%

### Age Distribution



## Households

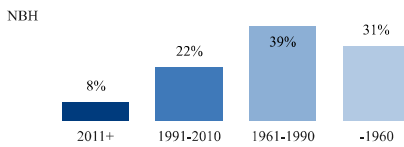
### Structure Details



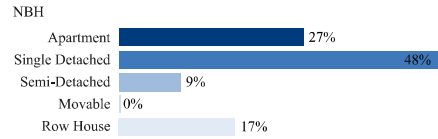
### Ownership



### Age of Home (Years)



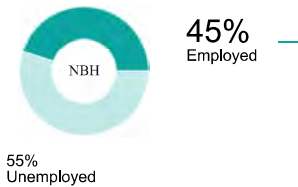
### Structural Type



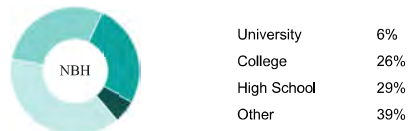
## Socio-Economic

Avg. Household Income NBH **\$61,315** COM **\$94,096** CITY **\$92,939**

### Employment



### Highest Level of Education



## Cultural

### Dominant Language



### Immigration Status



## Dominant Market Group

 Suburban Recliners

### SOURCE

Prizm is the latest release of the pioneering segmentation system from Environics Analytics that classifies Canada's neighbourhoods into 68 unique lifestyle types.

Request ID: 025604344  
Transaction ID: 77975036  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/01/27  
Time Report Produced: 10:57:50  
Page: 1

## CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>	<b>Incorporation Date</b>		
2766457	19 ELIZABETH STREET INC.	2020/07/16		
		<b>Jurisdiction</b>		
		ONTARIO		
<b>Corporation Type</b>	<b>Corporation Status</b>	<b>Former Jurisdiction</b>		
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE		
<b>Registered Office Address</b>		<b>Date Amalgamated</b>	<b>Amalgamation Ind.</b>	
ANOOP GUPTA 19 ELIZABETH STREET		NOT APPLICABLE	NOT APPLICABLE	
		<b>New Amal. Number</b>	<b>Notice Date</b>	
BRIGHTON ONTARIO CANADA K0K 1H0		NOT APPLICABLE	NOT APPLICABLE	
			<b>Letter Date</b>	
<b>Mailing Address</b>			NOT APPLICABLE	
ANOOP GUPTA 19 ELIZABETH STREET		<b>Revival Date</b>	<b>Continuation Date</b>	
		NOT APPLICABLE	NOT APPLICABLE	
BRIGHTON ONTARIO CANADA K0K 1H0		<b>Transferred Out Date</b>	<b>Cancel/Inactive Date</b>	
		NOT APPLICABLE	NOT APPLICABLE	
		<b>EP Licence Eff.Date</b>	<b>EP Licence Term.Date</b>	
		NOT APPLICABLE	NOT APPLICABLE	
	<b>Number of Directors</b>	<b>Date Commenced</b>	<b>Date Ceased</b>	
	<b>Minimum</b>	<b>in Ontario</b>	<b>in Ontario</b>	
	00001	00010	NOT APPLICABLE	NOT APPLICABLE
<b>Activity Classification</b>				
NOT AVAILABLE				



Request ID: 025604344  
Transaction ID: 77975036  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/01/27  
Time Report Produced: 10:57:50  
Page: 2

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2766457

**Corporation Name**

19 ELIZABETH STREET INC.

**Corporate Name History**

19 ELIZABETH STREET INC.

**Effective Date**

2020/07/16

**Current Business Name(s) Exist:**

NO

**Expired Business Name(s) Exist:**

NO

**Administrator:**

**Name (Individual / Corporation)**

ANOOP  
GUPTA

**Address**

14 MCKENNON STREET  
  
MARKHAM  
ONTARIO  
CANADA L6E 1H6

**Date Began**

2020/07/16

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

Y

Request ID: 025604344  
Transaction ID: 77975036  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/01/27  
Time Report Produced: 10:57:50  
Page: 3

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2766457

**Corporation Name**

19 ELIZABETH STREET INC.

**Administrator:**

**Name (Individual / Corporation)**

ANOOP  
GUPTA

**Address**

14 MCKENNON STREET  
  
MARKHAM  
ONTARIO  
CANADA L6E 1H6

**Date Began**

2020/07/16

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

SECRETARY

**Resident Canadian**

**Administrator:**

**Name (Individual / Corporation)**

ANOOP  
GUPTA

**Address**

14 MCKENNON STREET  
  
MARKHAM  
ONTARIO  
CANADA L6E 1H6

**Date Began**

2020/07/16

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

PRESIDENT

**Resident Canadian**

Request ID: 025604344  
Transaction ID: 77975036  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/01/27  
Time Report Produced: 10:57:50  
Page: 4

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2766457

**Corporation Name**

19 ELIZABETH STREET INC.

**Administrator:**

**Name (Individual / Corporation)**

ANOOP

GUPTA

**Address**

14 MCKENNON STREET

MARKHAM  
ONTARIO  
CANADA L6E 1H6

**Date Began**

2020/07/16

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

TREASURER

**Resident Canadian**

Request ID: 025604344  
Transaction ID: 77975036  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2021/01/27  
Time Report Produced: 10:57:50  
Page: 5

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

2766457

**Corporation Name**

19 ELIZABETH STREET INC.

**Last Document Recorded**

**Act/Code Description**

**Form**

**Date**

CIA INITIAL RETURN

1

2020/09/10 (ELECTRONIC FILING)

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

**ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.**

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

# APPENDIX 11



January 28, 2021

Sent via Email to [ninedurga01@gmail.com](mailto:ninedurga01@gmail.com)

Anoop Gupta

**Re: In the Matter of the Receivership of SJ East Pharma Inc. o/a Brighton Global Health (“Brighton Pharmacy” or the “Debtor”)**

Dear Sir,

Please be advised that msi Spergel inc. was appointed as receiver (the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of the Debtor pursuant to the order (the “**Receivership Order**”) of Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on January 26, 2021 (the “**Date of Appointment**”). A copy of the Receivership Order is enclosed herein.

The Receiver understands that the Debtor operated from a leased premises located at 12 Elizabeth Street, Brighton, ON (the “**Elizabeth Street Premises**”) and that you were the designated manager at the Brighton Pharmacy.

Pursuant to paragraph 4 (a) of the Receivership Order, the Receiver is empowered to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property. Further, pursuant to paragraph 5 of the Receivership Order, the Debtor and all of its current and former directors, officers, employees, amongst others, are required to forthwith advise the Receiver of the existence of any Property in such Person’s possession or control and are required to grant immediate and continued access to the Property to the Receiver and are required to deliver all such Property to the Receiver upon the Receiver’s request. Accordingly, the Receiver is asking that you advise the Receiver of the existence of any Property in your control and provide access to same without delay.

In addition, pursuant to paragraph 6 of the Receivership Order, all Persons (as defined in the Receivership Order) are required to advise the Receiver of the existence of the Records (as defined in the Receivership Order) in that Person’s possession or control and is required to deliver the Records or allow the Receiver to make, retain and take away copies of such Records. Accordingly, the Receiver is asking that you deliver or provide access to the Records in your control or possession, including but not limited to:

- a) Bank statements of the Debtor for the 12 month period prior to the Date of Appointment;
- b) Copy of the accounting software of the Debtor;

- c) A general ledger for the period from January 1, 2020 to the Date of Appointment;
- d) A trial balance as at the Date of Appointment;
- e) Copy of the lease of the Elizabeth Street Premises;
- f) Copies of invoices received from McKesson and/or K&F for the 12 month period prior to the Date of Appointment; and
- g) The computer containing the drug dispensing software (Fillware) of the Elizabeth Street Pharmacy along with any passwords required to access same

Furthermore, the Receiver is asking that you advise the Receiver of the following:

- a) When did the Brighton Pharmacy stop operating?
- b) What happened to the inventory of drugs on hand at the time of closing?
- c) What happened to the patient list / script count available to the Brighton Pharmacy at the time of closing?

The Receiver trusts that you will give this matter your immediate attention. Please contact the undersigned to arrange the foregoing.

Yours truly,

**msi Spergel inc.,**  
solely in its capacity as the Court-Appointed  
Receiver of SJ East Pharma Inc.  
and not in its personal or corporate capacity

Per:



Mukul Manchanda, CPA, CIRP, LIT  
Partner

Cc: [pgennis@spergel.ca](mailto:pgennis@spergel.ca)

# SAMUEL A. MOSSMAN

BARRISTER

---

SAMUEL A. MOSSMAN LAW PROFESSIONAL CORPORATION  
PRACTICING IN ASSOCIATION WITH:  
JASON P. HOWIE

420 DEVONSHIRE ROAD  
WINDSOR, ONTARIO N8Y 4T6  
PHONE: 519 258 0903  
FAX: 519 973 9905  
EMAIL: [sam@mossmanlaw.com](mailto:sam@mossmanlaw.com)  
WEBSITE: [www.mossmanlaw.ca](http://www.mossmanlaw.ca)

January 30, 2021

Mukul Manchanda  
120 Adelaide St. West  
Toronto, Ontario M5H 1T1  
by email: [mmanchand@spergel.ca](mailto:mmanchand@spergel.ca)

Dear Sir:

**Re: ANOOP GUPTA / SJ EAST PHARMA INC. RECEIVERSHIP**

I have been asked to respond to your letter to Mr. Gupta of January 29, 2021.

I am advised that Mr. Gupta resigned from his employment with SJ East Pharma in September 2020. His position did not give him access to any financial or other confidential information of that corporation. As such, Mr. Gupta has no property or documents of SJ East Pharma Inc. in his possession or under his control.

I trust you will find the foregoing in order.

Thank you.

Yours truly,

*Sam Mossman*

**SAMUEL A. MOSSMAN**

cc: Anoop Gupta



# **APPENDIX 12**

## Mukul Manchanda

---

**From:** Philip Gennis  
**Sent:** February 1, 2021 4:43 PM  
**To:** Mukul Manchanda  
**Subject:** Fwd: SJ East Pharma Inc. o/a Brighton Pharmacy and JM Westview Pharma Inc., o/a Mill Street Pharmacy- In Receivership

FYI

Philip Gennis, J.D., CIRP, LIT

msi Spergel Inc. | Licensed Insolvency Trustees

[505 Consumers Road, Suite 200, North York, M2J 4V8](#)

T/F: [416-498-4325](tel:416-498-4325) |

[PGennis@spergel.ca](mailto:PGennis@spergel.ca)<<mailto:PGennis@spergel.ca>> | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)<<https://www.spergelcorporate.ca>>

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Begin forwarded message:

**From:** pharmacyapplications <[pharmacyapplications@ocpinfo.com](mailto:pharmacyapplications@ocpinfo.com)>

**Date:** February 1, 2021 at 4:22:55 PM EST

**To:** Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>

**Subject:** RE: SJ East Pharma Inc. o/a Brighton Pharmacy and JM Westview Pharma Inc., o/a Mill Street Pharmacy- In Receivership

Hello Philip,

Per our conversation, the operating name of the pharmacy on our file is Brighton Global Health, accreditation #306410. The following two designated managers are listed:

**Anoop Gupta (OCP registration #209700)**

Start Date: 7/24/2017

End Date: 9/18/2020

**Diep Nguyen (OCP registration #98949)**

Start Date: 9/21/2020

End Date: 11/25/2020

Regards,



**Ontario College  
of Pharmacists**  
*Putting patients first since 1871.*

***Jaswant Sandhu***

***Pharmacy Applications & Renewals***

***t. 416-962-4861 ext. 3600***

***f. 416-847-8399***

***[pharmacyapplications@ocpinfo.com](mailto:pharmacyapplications@ocpinfo.com)***

***[www.ocpinfo.com](http://www.ocpinfo.com)***

***Putting Patients First Since 1871***



---

**From:** Philip Gennis <PGennis@spergel.ca>

**Sent:** Sunday, January 31, 2021 5:49 PM

**To:** pharmacyapplications <pharmacyapplications@ocpinfo.com>

**Cc:** Mukul Manchanda <mmanchanda@spergel.ca>; Brendan Bissell - Goldman Sloan Nash & Haber LLP (bissell@gsnh.com) <bissell@gsnh.com>; Philip Gennis <PGennis@spergel.ca>

**Subject:** SJ East Pharma Inc. o/a Brighton Pharmacy and JM Westview Pharma Inc., o/a Mill Street Pharmacy- In Receivership

**Importance:** High

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Please find attached copies of Court Orders confirming the appointment of msi Spergel inc., as Receiver over the above two pharmacies.

We confirm that both pharmacies were in fact closed prior to our appointment and accordingly, we will not be operating either of them.

We are presently investigating the closure of these pharmacies and accordingly require some information from the College.

In accordance with Paragraphs 5 and 6 of the Order, request confirmation from you as to who was the DM of the **Brighton Pharmacy** from September 1, 2020 to and including November 25, 2020.

We are in the process of preparing a Report and need this information urgently.

Thank you in advance for your prompt response.

**Philip Gennis**, J.D., CIRP, LIT

msi Spergel Inc. | Licensed Insolvency Trustees

505 Consumers Road, Suite 200, North York, M2J 4V8

T/F: 416-498-4325

[PGennis@spergel.ca](mailto:PGennis@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)

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---

**From:** pharmacyapplications <[pharmacyapplications@ocpinfo.com](mailto:pharmacyapplications@ocpinfo.com)>

**Sent:** December 1, 2020 3:49 PM

**To:** Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>

**Cc:** Mukul Manchanda <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)>; Gillian Goldblatt <[GGGoldblatt@spergel.ca](mailto:GGGoldblatt@spergel.ca)>; Frieda Kanaris <[fkanaris@spergel.ca](mailto:fkanaris@spergel.ca)>; Susan Downey <[sdowney@spergel.ca](mailto:sdowney@spergel.ca)>; Paula Amaral <[pamaral@spergel.ca](mailto:pamaral@spergel.ca)>; Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>

**Subject:** RE: Pharmacy Receiverships

Hello Philip,

This will acknowledge receipt of your email advising the College that your firm msi Spergel Inc. has been appointed as Receiver over the pharmacies indicated on the attached Excel Sheet.

In the event any pharmacy is sold or closed, the College must be informed immediately and paperwork will be required. The Designated Manager will assume the full responsibility to oversee the day to day operation of the pharmacy.

Regards,



**Jaswant Sandhu**

*Pharmacy Applications & Renewals*

t. 416-962-4861 ext. 3600

f. 416-847-8399

[pharmacyapplications@ocpinfo.com](mailto:pharmacyapplications@ocpinfo.com)

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

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---

**From:** Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>

**Sent:** Thursday, November 26, 2020 2:02 PM

**To:** pharmacyapplications <[pharmacyapplications@ocpinfo.com](mailto:pharmacyapplications@ocpinfo.com)>

**Cc:** Mukul Manchanda <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)>; Gillian Goldblatt <[GGGoldblatt@spergel.ca](mailto:GGGoldblatt@spergel.ca)>; Frieda Kanaris <[fkanaris@spergel.ca](mailto:fkanaris@spergel.ca)>; Susan Downey <[sdowney@spergel.ca](mailto:sdowney@spergel.ca)>; Paula Amaral <[pamaral@spergel.ca](mailto:pamaral@spergel.ca)>; Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>

**Subject:** RE: Pharmacy Receiverships

**Importance:** High

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Please find attached are copies of Court Orders issued November 25, 2020. While the Court Orders list many respondents, we are presently only Receiver over the pharmacies listed below.

Those pharmacies that we are continuing to operate are on the attached list.

Please advise if there is anything more that you require from us in this regard.

Thank you.

**Philip Gennis, J.D., CIRP, LIT | Partner**

msi Spergel Inc. | Licensed Insolvency Trustees  
505 Consumers Road, Suite 200, North York, M2J 4V8  
T/F: 416-498-4325 | C: (416) 457-4773  
[PGennis@spergel.ca](mailto:PGennis@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)  
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---

**From:** pharmacyapplications <[pharmacyapplications@ocpinfo.com](mailto:pharmacyapplications@ocpinfo.com)>  
**Sent:** November 23, 2020 2:32 PM  
**To:** Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>  
**Subject:** Pharmacy Receiverships



**Lance Miller**  
*Pharmacy Applications & Renewals Coordinator*  
416-962-4861 ext. 2267  
[lmiller@ocpinfo.com](mailto:lmiller@ocpinfo.com)  
[www.ocpinfo.com](http://www.ocpinfo.com)

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# **APPENDIX 13**



January 26, 2021

Sent via Email to [diepn1951@gmail.com](mailto:diepn1951@gmail.com)

Diep Nguyen

**Re: In the Matter of the Receivership of SJ East Pharma Inc. o/a Brighton Global Health (“Brighton Pharmacy” or the “Debtor”)**

Dear Sir,

As you are aware msi Spergel inc. was appointed as receiver (the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of the Debtor pursuant to the order (the “**Receivership Order**”) of Honourable Mr. Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on January 26, 2021 (the “**Date of Appointment**”). A copy of the Receivership Order is enclosed herein.

The Receiver understands that the Debtor operated from a leased premises located at 12 Elizabeth Street, Brighton, ON (the “**Brighton Premises**”).

Pursuant to paragraph 4 (a) of the Receivership Order, the Receiver is empowered to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property. Further, pursuant to paragraph 5 of the Receivership Order, the Debtor and all of its current and former directors, amongst others, are required to forthwith advise the Receiver of the existence of any Property in such Person’s possession or control and are required to grant immediate and continued access to the Property to the Receiver and are required to deliver all such Property to the Receiver upon the Receiver’s request. Accordingly, the Receiver is asking that you advise the Receiver of the existence of any Property in your control and provide access to the Brighton Premises (if possible) on an urgent basis. The Receiver is available tomorrow or on January 28<sup>th</sup>, 2021 with 2 hour notice to attend at the Brighton Pharmacy. Please also provide the contact information for the landlord of the Brighton Premises.

In addition, pursuant to paragraph 6 of the Receivership Order, all Persons (as defined in the Receivership Order) are required to advise the Receiver of the existence of the Records (as defined in the Receivership Order) in that Person’s possession or control and is required to deliver the Records or allow the Receiver to make, retain and take away copies of such Records. Accordingly, the Receiver is asking that you deliver or provide access to the Records including but not limited to:

- a) Bank statements of the Debtor for the 12 month period prior to the Date of Appointment;
- b) Copy of the accounting software of the Debtor;
- c) A general ledger for the period from January 1, 2020 to the Date of Appointment;
- d) A trial balance as at the Date of Appointment;
- e) Copy of the lease of the Brighton Premises;
- f) Copies of invoices received from McKesson and/or K&F for the 12 month period prior to the Date of Appointment; and
- g) The computer containing the drug dispensing software (Fillware) of the Brighton Pharmacy along with any passwords required to access same.

Furthermore, the Receiver is asking that you advise the Receiver of the following:

- a) When did the Brighton Pharmacy stop operating?
- b) What happened to the inventory of drugs on hand at the time of closing?
- c) What happened to the patient list / script count available to the Brighton Pharmacy at the time of closing?

The Receiver trusts that you will give this matter your immediate attention. Please contact the undersigned to arrange the foregoing.

Yours truly,

**msi Spergel inc.,**  
solely in its capacity as the Court-Appointed  
Receiver of SJ East Pharma Inc. and not in its  
personal or corporate capacity

Per:



Mukul Manchanda, CPA, CIRP, LIT  
Partner

Cc: [pgennis@spergel.ca](mailto:pgennis@spergel.ca)  
[John.gerges01@gmail.com](mailto:John.gerges01@gmail.com)



# **APPENDIX 14**

## Mukul Manchanda

---

**From:** Mukul Manchanda  
**Sent:** January 29, 2021 12:30 PM  
**To:** 'Diep Nguyen'  
**Cc:** Philip Gennis; John Gerges  
**Subject:** RE: In the Matter of the Receivership of SJ East Pharma Inc.

Thank you for your email Mr. Nguyen.

Are you saying you are still in possession of the Brighton Premises or is the landlord now in possession? Also please provide your response to the following on an expedited basis:

- a) When did the Brighton Pharmacy stop operating?
- b) What happened to the inventory of drugs on hand at the time of closing?
- c) What happened to the patient list / script count available to the Brighton Pharmacy at the time of closing?
- d) Where is the computer containing the drug dispensing software (including the patient list)?

Regards,

**Mukul Manchanda**, CPA, CIRP, LIT | **Partner**

msi Spergel inc. | Licensed Insolvency Trustees  
505 Consumers Road, Suite 200, North York, M2J 4V8  
T: 416-498-4314 | C: 416-454-4246 | F: 416-498-4314  
[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)  
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**From:** Diep Nguyen <diepn1951@gmail.com>  
**Sent:** January 29, 2021 12:06 PM  
**To:** Mukul Manchanda <mmanchanda@spergel.ca>  
**Cc:** Philip Gennis <PGennis@spergel.ca>; John Gerges <john.gerges01@gmail.com>  
**Subject:** Re: In the Matter of the Receivership of SJ East Pharma Inc.

Hello Mr. Manchanda,

I'm sorry for delay. I just don't have copy of the keys, can I arrange locksmith for you? If you like to enter anytime tell me, i can open for you .

I am checking with accountant for the items, if you like to ask him Bob also, please.

Thanks you

On Jan 29, 2021, at 11:39 AM, Mukul Manchanda <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)> wrote:

Mr. Nguyen,

We haven't received any response from you with respect to our attached correspondence. Please note that you have a positive obligation under the Receivership Order to provide the requested information and access.

Look forward to hearing from you.

Thanks

**Mukul Manchanda**, CPA, CIRP, LIT | **Partner**

msi Spergel inc. | Licensed Insolvency Trustees  
505 Consumers Road, Suite 200, North York, M2J 4V8  
T: 416-498-4314 | C: 416-454-4246 | F: 416-498-4314  
[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)  
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<image001.jpg>

<image002.png>

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---

**From:** Mukul Manchanda

**Sent:** January 26, 2021 9:15 PM

**To:** 'diepn1951@gmail.com' <[diepn1951@gmail.com](mailto:diepn1951@gmail.com)>

**Cc:** Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>; 'John Gerges' <[john.gerges01@gmail.com](mailto:john.gerges01@gmail.com)>

**Subject:** In the Matter of the Receivership of SJ East Pharma Inc.

Mr. Nguyen,

Enclosed you will find our letter of even date.

Thanks

**Mukul Manchanda**, CPA, CIRP, LIT | **Partner**

msi Spergel inc. | Licensed Insolvency Trustees  
505 Consumers Road, Suite 200, North York, M2J 4V8  
T: 416-498-4314 | C: 416-454-4246 | F: 416-498-4314  
[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)  
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<image001.jpg>

<image005.png>

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<Letter to D. Nguyen January 26, 2021.pdf>

<CV-20-00650853-00CL\_Consent Amended and Restated Receivership Order.pdf>

# **APPENDIX 15**

## Mukul Manchanda

---

**From:** Philip Gennis  
**Sent:** February 1, 2021 8:01 PM  
**To:** Mukul Manchanda  
**Subject:** FW: SJ East Pharma Inc., o/a Brighton Pharmacy

**Philip Gennis**, J.D., CIRP, LIT  
msi Spergel Inc. | Licensed Insolvency Trustees  
505 Consumers Road, Suite 200, North York, M2J 4V8  
T/F: 416-498-4325  
[PGennis@spergel.ca](mailto:PGennis@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)  
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---

**From:** Boo Yon Won <bwon@cwlawyers.ca>  
**Sent:** January 29, 2021 5:34 PM  
**To:** Philip Gennis <PGennis@spergel.ca>  
**Cc:** Hosook Park <parkhosook@gmail.com>; Young Lee <ylee@cwlawyers.ca>  
**Subject:** RE: SJ East Pharma Inc., o/a Brighton Pharmacy

Hello, Gennis:

Thank you for your email.

I spoke to my client again after our conversation. She told me that:

- (1) She is not sure exactly when the tenant vacated, but she suspects it was sometime in mid-November of 2020.
- (2) The tenant provided no prior notice to our client about their intent to vacate the premises. She found out after the tenant had already vacated the premises.
- (3) After our client repossesses the property on February 1<sup>st</sup>, 2021, she will allow your staff or you to access the property to check what was left behind. As I mentioned, she intends to retain a local realtor to put the property up for lease, and I will give you the name and contact information of the realtor at that time so that you can connect with the realtor to schedule an appointment.

If you have any further questions, please let me know.

Yours very truly,

Boo Yon Won, B.A., LL.B.

Barrister & Solicitor

**CHOI & WON LLP**, Barristers & Solicitors

Phone: 905-731-1200

Fax: 905-731-6300

Address: 11 Thornridge Drive, Thornhill, Ontario L4J 1C5 Canada

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---

**From:** Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>  
**Sent:** Friday, January 29, 2021 4:41 PM  
**To:** Boo Yon Won <[bwon@cwlawyers.ca](mailto:bwon@cwlawyers.ca)>  
**Cc:** Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>  
**Subject:** FW: SJ East Pharma Inc., o/a Brighton Pharmacy  
**Importance:** High

As discussed.

Thanks in advance for your help.

**Philip Gennis**, J.D., CIRP, LIT  
msi Spergel Inc. | Licensed Insolvency Trustees  
505 Consumers Road, Suite 200, North York, M2J 4V8  
T/F: 416-498-4325  
[PGennis@spergel.ca](mailto:PGennis@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)  
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---

**From:** Philip Gennis  
**Sent:** January 29, 2021 8:37 AM  
**To:** 'parkhosook@gmail.com' <[parkhosook@gmail.com](mailto:parkhosook@gmail.com)>  
**Cc:** Mukul Manchanda <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)>; Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>

**Subject:** SJ East Pharma Inc., o/a Brighton Pharmacy

**Importance:** High

Dear Ms. Park,

Further to our telephone discussion earlier in the week we confirm our appointment as Court-Appointed Receiver over the above company. Copies of the Court orders are attached for your reference.

We understand that the company was a tenant in your property located at 12 Elizabeth Street, Brighton, Ontario.

We confirm our discussion, during which you advised that the Company vacated the leased premises in November leaving rent owing to you.

We would appreciate being provided with a copy of the lease under which the company occupied your premises and a more detailed description of the circumstances surrounding the vacating of your property.

We are especially interested in learning:

1. The exact date that the premises were vacated;
2. Whether the tenant gave you any notice of its intention to leave and if so, when was that notice was given;
3. Were the premises vacated without notice to you;
4. Was anything left behind, such as fixtures, computers or books and records.

This information is vital to our investigation and we look forward to your reply. If you have any questions, please do not hesitate to reach out to me by telephone.

Thank you in advance for your cooperation.

**Philip Gennis**, J.D., CIRP, LIT

msi Spergel Inc. | Licensed Insolvency Trustees

505 Consumers Road, Suite 200, North York, M2J 4V8

T/F: 416-498-4325

[PGennis@spergel.ca](mailto:PGennis@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)

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